

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
27

3. EFFECTIVE DATE  
25-Apr-2017

4. REQUISITION/PURCHASE REQ. NO.  
1300636191/1300603767-0002/1300625173

5. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY CODE

N00421

7. ADMINISTERED BY (If other than Item 6)

CODE

S2101A

NAVAIR Aircraft Division Pax River  
21983 BUNDY ROAD, Bldg 441  
Patuxent River MD 20670  
jossie.washington@navy.mil 301-757-0052

DCMA Baltimore  
217 EAST REDWOOD STREET, SUITE 1800  
BALTIMORE MD 21202-3375

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Greenfield Engineering Corporation  
20319 Beauvue Ct.  
Leonardtown MD 20650-4502

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7733 / N00178-14-D-7733-M801

10B. DATED (SEE ITEM 13)

17-Nov-2014

CAGE CODE  
3BQ32

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(\*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)  
FAR 43.103(b), FAR 52.232 Limitations of Funds

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Rebecca J Wathen, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY /s/Rebecca J Wathen

(Signature of Contracting Officer)

01-May-2017

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 2 of 2	FINAL
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**GENERAL INFORMATION**

The purpose of this modification is to incrementally fund N00178-14-D-7733 M801 in the amount of . A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from by to .

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
720029	Fund Type - OTHER	0.00		
720030	Fund Type - OTHER	0.00		
920106	Fund Type - OTHER	0.00		

The total value of the order is hereby increased from by to.

The Period of Performance of the following line items is hereby changed as follows: CLIN/SLIN                      From                      To

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 1 of 103	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Base Period: Services in accordance with the Statement of Work (SOW) included in Section C. (Fund Type - OTHER)	1.0	LO			
700001	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					
700002	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					
700003	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					
700004	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					
700005	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					
700006	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					
700007	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					
700008	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					
700009	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					
700010	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					
700011	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					
700012	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					
700013	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					
700014	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					
700015	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					
700016	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 2 of 103	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700017	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					
700018	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					
700019	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					
700020	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					
700021	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					
700022	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					
700023	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					
700024	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					
700025	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					
700026	R425	Funding in Support of CLIN 7000 (Fund Type - OTHER)					
7001	R425	Base Period: Increased Capacity, 10%. Services in accordance with the Statement of Work (SOW) (Fund Type - OTHER)  Option	1.0	LO			
7002	R425	Base Period: Data in support of CLIN 7000. Contract Data Requirements List (CDRLs), DD Form 1423. NSP. (Fund Type - OTHER)	1.0	LO			
7100	R425	Option Period I: Services in accordance with the Statement of Work (SOW) included in Section C. (Fund Type - OTHER)	1.0	LO			
710001	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710002	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710003	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710004	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710005	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 3 of 103	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710006	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710007	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710008	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710009	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710010	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710011	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710012	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710013	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710014	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710015	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710016	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710017	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710018	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710019	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710020	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710021	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710022	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710023	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710024	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710025	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710026	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 4 of 103	FINAL
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710027	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710028	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710029	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710030	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710031	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710032	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710033	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710034	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710035	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710036	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710037	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710038	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710039	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710040	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710041	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710042	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710043	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710044	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
710045	R425	Funding in Support CLIN 7100 (Fund Type - OTHER)					
7101	R425	Option Period I: Increased Capacity 10%. Services in accordance with the Statement of Work (SOW) included in Section C. (Fund Type - OTHER)	1.0	LO			
		Option					

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 5 of 103	FINAL
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7102	R425	Option Period I: Data in support of CLIN 7100. Contract Data Requirements List (CDRLs), DD Form 1423. NSP. (Fund Type - OTHER)	1.0	LO			
7200	R425	Option Period II: Services in accordance with the Statement of Work (SOW) included in Section C. (Fund Type - OTHER)	1.0	LO			
720002	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720003	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720004	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720005	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720006	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720007	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720008	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720009	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720010	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720011	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720012	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720013	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720014	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720015	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720016	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720017	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720018	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 6 of 103	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
720019	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720020	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720021	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720022	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720023	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720024	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720025	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720026	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720027	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720028	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720029	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
720030	R425	Funding in Support of CLIN 7200 (Fund Type - OTHER)					
7201	R425	Option Period II: Increased Capacity 10%. Services in accordance with the Statement of Work (SOW) included in Section C. (Fund Type - OTHER)  Option	1.0	LO			
7202	R425	Option Period II: Data in support of CLIN 7200. Contract Data Requirements List (CDRLs), DD Form 1423. NSP. (Fund Type - OTHER)	1.0	LO			

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Base Period: Travel in support of CLIN 7000. (Fund Type - OTHER)	1.0	LO	
900001	R425	Funding in Support of CLIN 9000 (Fund Type - OTHER)			
900002	R425	Funding in Support of CLIN 9000 (Fund Type - OTHER)			
900003	R425	Funding in Support of CLIN 9000 (Fund Type - OTHER)			
900004	R425	Funding in Support of CLIN 9000 (Fund Type - OTHER)			



CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 7 of 103	FINAL
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
900005	R425	Funding in Support of CLIN 9000 (Fund Type - OTHER)			
900006	R425	Funding in Support of CLIN 9000 (Fund Type - OTHER)			
900007	R425	Funding in Support of CLIN 9000 (Fund Type - OTHER)			
900008	R425	Funding in Support of CLIN 9000 (Fund Type - OTHER)			
900009	R425	Funding in Support of CLIN 9000 (Fund Type - OTHER)			
900010	R425	Funding in Support of CLIN 9000 (Fund Type - OTHER)			
900011	R425	Funding in Support of CLIN 9000 (Fund Type - OTHER)			
9001	R425	Base Period: Material in support of CLIN 7000. (Fund Type - OTHER)	1.0	LO	
900101	R425	Funding in support of CLIN 9001 (WCF)			
900102	R425	Funding in support of CLIN 9001 (WCF)			
900103	R425	Funding in support of CLIN 9001 (WCF)			
900104	R425	Funding in support of CLIN 9001 (WCF)			
900105	R425	Funding in support of CLIN 9001 (WCF)			
900106	R425	Funding in support of CLIN 9001 (Fund Type - OTHER)			
900107	R425	Funding in support of CLIN 9001 (Fund Type - OTHER)			
900108	R425	Funding in support of CLIN 9001 (Fund Type - OTHER)			
900109	R425	Funding in support of CLIN 9001 (Fund Type - OTHER)			
900110	R425	Funding in support of CLIN 9001 (Fund Type - OTHER)			
900111	R425	Funding in support of CLIN 9001 (Fund Type - OTHER)			
900112	R425	Funding in support of CLIN 9001 (Fund Type - OTHER)			
900113	R425	Funding in support of CLIN 9001 (Fund Type - OTHER)			
900114	R425	Funding in support of CLIN 9001 (Fund Type - OTHER)			
9002	R425	Base Period: NMCI in Support of Government property authorized in 5252.245-9500(a)(4) and in accordance with 5252.237-9503. (Fund Type - OTHER)	1.0	LO	
900201	R425	Funding in Support of CLIN 9002 (WCF)			
900202	R425	Funding in Support of CLIN 9002 (WCF)			
900203	R425	Funding in Support of CLIN 9002 (WCF)			
900204	R425	Funding in Support of CLIN 9002 (WCF)			
9003	R425	Base Period: Increased Capacity 10%. ODC (Travel, Material and NMCI) in support of CLIN 7001. (Fund Type - OTHER)  Option	1.0	LO	
9100	R425	Option Period I: Travel in support of CLIN 7100. (Fund Type - OTHER)	1.0	LO	
910001	R425	Funding in Support of CLIN 9100 (Fund Type - OTHER)			

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 8 of 103	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
910002	R425	Funding in Support of CLIN 9100 (Fund Type - OTHER)			
910003	R425	Funding in Support of CLIN 9100 (Fund Type - OTHER)			
910004	R425	Funding in Support of CLIN 9100 (Fund Type - OTHER)			
910005	R425	Funding in Support of CLIN 9100 (Fund Type - OTHER)			
910006	R425	Funding in Support of CLIN 9100 (Fund Type - OTHER)			
910007	R425	Funding in Support of CLIN 9100 (Fund Type - OTHER)			
910008	R425	Funding in Support of CLIN 9100 (Fund Type - OTHER)			
910009	R425	Funding in Support of CLIN 9100 (Fund Type - OTHER)			
910010	R425	Funding in Support of CLIN 9100 (Fund Type - OTHER)			
9101	R425	Option Period I: Material in support of CLIN 7100. (Fund Type - OTHER)	1.0	LO	
910101	R425	Funding in Support of CLIN 9101 (Fund Type - OTHER)			
910102	R425	Funding in Support of CLIN 9101 (Fund Type - OTHER)			
910103	R425	Funding in Support of CLIN 9101 (Fund Type - OTHER)			
910104	R425	Funding in Support of CLIN 9101 (Fund Type - OTHER)			
910105	R425	Funding in Support of CLIN 9101 (Fund Type - OTHER)			
910106	R425	Funding in Support of CLIN 9101 (Fund Type - OTHER)			
910107	R425	Funding in Support of CLIN 9101 (Fund Type - OTHER)			
910108	R425	Funding in Support of CLIN 9101 (Fund Type - OTHER)			
910109	R425	Funding in Support of CLIN 9101 (Fund Type - OTHER)			
910110	R425	Funding in Support of CLIN 9101 (Fund Type - OTHER)			
910111	R425	Funding in Support of CLIN 9101 (Fund Type - OTHER)			
910112	R425	Funding in Support of CLIN 9101 (Fund Type - OTHER)			
910113	R425	Funding in Support of CLIN 9101 (Fund Type - OTHER)			
9102	R425	Option Period I: NMCI in Support of Government property authorized in 5252.245-9500(a)(4) and in accordance with 5252.237-9503. (Fund Type - OTHER)	1.0	LO	
9103	R425	Option Period I: Increased Capacity 10%. ODC (Travel, Material and NMCI) in support of CLIN 7101. (Fund Type - OTHER)	1.0	LO	
		Option			
9200	R425	Option Period II: Travel in support of CLIN 7200. (Fund Type - OTHER)	1.0	LO	
920001	R425	Funding in Support of CLIN 9200 (Fund Type - OTHER)			
920002	R425	Funding in Support of CLIN 9200 (Fund Type - OTHER)			
920003	R425	Funding in Support of CLIN 9200 (Fund Type - OTHER)			

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 9 of 103	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9201	R425	Option Period II: Material in support of CLIN 7200. (Fund Type - OTHER)	1.0	LO	
920101	R425	Funding in Support of CLIN 9201 (Fund Type - OTHER)			
920102	R425	Funding in Support of CLIN 9201 (Fund Type - OTHER)			
920103	R425	Funding in Support of CLIN 9201 (Fund Type - OTHER)			
920104	R425	Funding in Support of CLIN 9201 (Fund Type - OTHER)			
920105	R425	Funding in Support of CLIN 9201 (Fund Type - OTHER)			
920106	R425	Funding in Support of CLIN 9201 (Fund Type - OTHER)			
9202	R425	Option Period II: NMCI in Support of Government property authorized in 5252.245-9500(a)(4) and in accordance with 5252.237-9503. (Fund Type - OTHER)	1.0	LO	
9203	R425	Option Period II: Increased Capacity 10%. ODC (Travel, Material and NMCI) in support of CLIN 7201. (Fund Type - OTHER)  Option	1.0	LO	

**NOTES:**

Contract Specialist:

Name: Jeffrey S. Boyce

Phone: (301) 757-0015

Fax: (301) 995-1454

Email: [jeffrey.s.boyce@navy.mil](mailto:jeffrey.s.boyce@navy.mil)

Contracting Officer:

Name: Rebecca J. Wathen

Phone: (301) 757-0013

Fax: (301) 995-1186

Email: [rebecca.wathen@navy.mil](mailto:rebecca.wathen@navy.mil)

The Product Service Code (PSC) for this requirement is R425.

This task order is issued in accordance with the terms and conditions the Seaport-e multiple award contract. Only clauses and provisions requiring fill-ins, or unique to the task order, have been included in full text in the task order.

The task order is for a total potential performance period of three years, inclusive of options. However, if the Option to Extend Services is exercised, the total contract term may be extended for an additional six (6) months.

This task order has cost plus fixed-fee and cost reimbursement (non-fee bearing) items.

Cost Plus Fixed Fee CLINs are 7000-7001, 7100-7101, 7200-7201

Cost Reimbursement Only and NON-FEE BEARING CLINs are 9000-9003, 9100-9103, 9200-9203

No Cost Data CLINs are 7002, 7102, and 7202.

Clauses specified in Section B of the basic Seaport contract are incorporated into this task order, as applicable.

Funding for each CLIN will be added at the SubCLIN (SLIN) level.

The contractor will be required to have a TOP SECRET facilities clearance and up to TOP SECRET clearances for personnel. SECRET clearances shall be obtained within 140 days after task order award. The contractor will not be permitted to access any classified information until a Final DDForm254 is incorporated as an attachment to the task order award.

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 10 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

For purposes of this task order, the term "Task Order Manager (TOM)" is considered synonymous with the term Contracting Officer's Representative (COR).

All material requirements will be approved as stated in Section H clause 5252.242-9515. No material with a unit cost of or greater may be procured under the contract. No material procurement with a total value of or greater may be procured under this contract. For further guidance see Section H clause 5252.242-9515.

The task order Contracting Officer will unilaterally create informational SubClins during performance of the task order to accommodate multiple lines of funding that will be obligated under this order.

Under Seaport-e Task Order Competitions, the term "contract" means "task order."

Increased Capacity CLINs for ODC, Items 9003, 9103, and 9203, cover Travel, Material and NMCI.

**Clauses incorporated by reference:**

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995) (Applicable at Task Order Level)  
 HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE  
 HQ B-2-0020 TRAVEL COSTS –ALTERNATE I (NAVSEA) (DEC 2005)

**Clauses incorporated by full text:**

**HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA)(MAY 1993)**

- (a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in "cost-plus-fixed-fee type contracts for level of effort type contracts.
- (b) The Government shall make payment to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as applicable. Such payments shall be equal to of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7) subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.
- (c) The fee(s) specified in Section B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirements entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.
- (d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirements, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

\*Fee paid is based on total fee dollars divided by total man-hours to be provided.

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 11 of 103	FINAL
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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### NOTES

Clauses specified in Section C of the basic SeaPort-e contract are hereby fully and expressly incorporated into this task order.

CLIN's 7000-7002 and 9000-9003, and Option CLIN's 7100-7102, 7200-7202, 9100-9103, and 9200-9203 - The supplies and services shall be provided or performed in accordance with the Statement of Work (SOW) as outlined below:

Item 7000-7001 and Option Items 7100-7101 and 7200-7201 - The Contractor shall provide SERVICES in accordance with Section C- Statement of Work for Engineering and Technical Support to AIR-4.5.1 Department, unless otherwise specified.

Item 9000 and Option Items 9100 and 9200 - The Contractor shall provide TRAVEL in support of CLINs 7000-7001 and Option CLINs 7100-7101 and 7200-7201, in accordance with the SOW below.

Item 9001 and Option Items 9101 and 9201 - The Contractor shall provide MATERIAL in support of CLINs 7000-7001 and Option CLINs 7100-7101 and 7200-7201, in accordance with the SOW below.

Item 9002 and Option Items 9102 and 9202 - The Contractor shall provide NMCI in support of CLINs 7000-7001 and Option CLINs 7100-7101 and 7200-7201, in accordance with the SOW below.

Applicable to CLINs 7000-7002 and Option CLINs 7100-7102 and 7200-7202 – The Contractor shall provide DATA specified in Exhibit A - Contract Data Requirements Lists for CDRLs A001-A013, as required in the SOW.

Items 9002, 9102 and 9202 - The Contractor shall provide NMCI seats in accordance with Attachment J6, and Clauses 5252.237-9503 "Ordering Procedures for Navy Marine Corps Intranet Services" and 5252.245-9500 "Government Property for the Performance of this Contract".

## STATEMENT OF WORK

### 1.0 SCOPE

This Statement of Work defines tasks for requirement specification, design, implementation, test, management and maintenance of laboratory/information system and project/program related software under the auspices of the Avionics Department, Systems Integration Branch, and Code 4.5.1.2 of NAWCADPAX. The Systems Integration Branch is responsible to provide the functions associated with the system engineering effort to design, develop, manufacture, integrate, update and test avionics systems from inception through disposal for the following:

Programs:

VH Executive Transport Program

MH-53 Program

VXX Program

Avionics Systems Integration Projects

Other related programs that may evolve during the term of the contract

Laboratories:

VH System Software Support Activity

MH-53 System Software Support Activity

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 12 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

VXX Hangar/Facility

Hangar 111

Other laboratories that Code 4.5.1.2 may support during the term of the contract

These efforts include the engineering process that translates a set of needs/objectives to design requirements and functional requirements, and in turn establishes the set of system products that satisfy the objectives. This contract will provide engineering products for the Branch development of facilities, systems and equipment, which are used for the integration, test and evaluation of avionics systems or subsystem elements. It also involves the functions associated with coordinating with the systems engineering IPT for the complete aircraft system to ensure successful integration of the avionics systems.

The tasks to be performed under this contract cover the full life-cycle activities of system application and development from concept formulation, through specification, design, implementation, integration, test, documentation, management control, training, installation and maintenance of avionics software projects undertaken by the Systems Integration Branch.

Tasks may include but are not limited to support services in the following areas:

- Preparation of technical plans for new and on-going projects/programs.
- Concept formulation and definition for advanced systems.
- Definition of system and subsystem software requirements.
- Analysis and definition of software systems architecture.
- Modeling and Simulation
- System and software performance, evaluation and analysis.
- Development of avionics system test requirements.
- Developments of operational avionics and laboratory systems software.
- Configuration management.
- Planning for R&D laboratory and software quality assurance facilities.
- Information systems design, implementation, and operation.
- Development of advanced simulations.
- System test and maintenance software.
- Simulation, environmental and test software.
- Integration of avionics systems.
- Operator training and training software products.
- Preparation/review/maintenance of technical documentation.
- Contractor maintained program/project library automation and operations.

## **2.0 APPLICABLE DOCUMENTS**

Institute of Electrical and Electronics Engineers (IEEE)/Electronics Industries Association (EIA) Standard, IEEE/EIA 12207.

## **3.0 REQUIREMENTS**

The itemized tasks and descriptions supplied in the following paragraphs encompass the ongoing and new engineering and technical tasks necessary for the requirements definition, design, implementation, test, management and maintenance of laboratory/information systems and project/program related software for the Executive Transport Aircraft (VH-3D/VH-60N, VXX) and other related technical programs, including the avionics integration and software for the H-53 aircraft. This tasking shall be performed by the contractor for a platform or project assignments relating to one or more of the examples listed under the SCOPE paragraph above.

### **3.1 Software Development and Maintenance**

The Naval Air Warfare Center Aircraft Division (NAWCAD) has been supporting the Executive Transport Aircraft (e.g. the VH-3 and VH-60 series) Program in system design, hardware development, software development, and system integration. Survivability, flight safety and increased communication and navigation capabilities distinguish this variant, designated the VH-3 and VH-60 Executive Transport Helicopters, from the basic helicopters. The improvements are based on the previously modified helicopter improvements, which included the VH helicopter

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 13 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

avionics system. The avionics suite installed in each of the aircraft was integrated by NAWCAD. The operational software including the test software for these aircraft systems were developed by NAWCAD who has been designated as the Software Support Activity (SSA) for these platforms. The NAWCAD, as the Lead Development Laboratory for these aircraft systems, has developed, integrated and tested the improved avionics system. This system has been successfully integrated and installed on H-3 and H-60 Helicopters. NAWCAD is currently the Lead Technical Laboratory for the VH-3 and VH-60 Systems, and has been designated as the System Software Support Activity (SSSA) which provides the software life cycle maintenance (LCM), quality evaluation (QE), and configuration management (CM) for the product baseline software. In addition, NAWCAD is the Navy Test and Evaluation activity, and HMX-1 stationed at Quantico, VA, will perform operational test and evaluations (OTE/OPEVAL). As the Lead Technical Laboratory for the VH-3 and VH-60 Systems and Software, NAWCAD has also been tasked to develop and maintain related avionics programs. Due to the similarity and overlap of the systems, particularly those involving the CDNU Control Display Unit and 1553B Bus controlled avionics, the VH SSSA has been designated as the lead developer/Software Support Activity for the CH-53E/D and the MH-53E. The following support services tasking shall be performed by the contractor for the Executive Helicopter Program, H-53 Program and related avionics systems:

### 3.1.1 Operational Software Development

The contractor shall design, develop and deliver modifications and enhancements to the operational software for the VH-3D/VH-60N Executive Transport Helicopter, future variants, and related avionics programs, to include the CH-53E/D and MH-53E software, and may include the VXX program software, in accordance with the Software Requirements Specification. These modifications and enhancements will be in response to fleet/user identified problems or new operational requirements. The contractor shall assist in providing Independent Verification and Validation (IV&V) of operational software, as directed by the government.

### 3.1.2 Software Change Implementation

The contractor shall implement those program enhancements and corrections required by NAWCAD. The contractor shall deliver source code changes, generate and deliver load modules, and deliver verification of problem resolutions. The contractor shall deliver reports summarizing this implementation as required.

The contractor shall perform O&M,N funded Fleet Response Activity (FRA) functions, including but not limited to, fleet liaison and response to fleet/user inquiries. The contractor shall also perform Engineering Investigation support and fleet software defect root cause analysis critical to ongoing O&M,N funded FRA efforts.

### 3.1.3 Laboratory Software

The contractor shall develop, deliver and implement Laboratory Software. This software may include, but not be limited to:

- a. Simulation Software which enables software testing and integration in a laboratory environment;
- b. Configuration Management Software Tools which aid in compiling and linking all products.
- c. UNIX System Software Support is required.

The contractor shall also be required to purchase materials in order to develop laboratory software. Examples are compilers with the appropriate licenses that will allow for modification to meet the needs to the project and integration of commercially available debuggers.

### 3.1.4 Integration Test Software

The contractor shall support the development of Integration Test Software. Integration Test Software is defined as that software which operates in both laboratory and aircraft environments. It supports the aircraft flight testing and verification activities at NAWCAD. There are currently two integration test software programs supporting data collection functions and data reduction and analysis functions.

### 3.1.5 Navy Portable Flight Planning System (N-PFPS)

Based on data supplied by NAWCAD, the contractor shall implement changes (corrections and/or additions) to the

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 14 of 103	FINAL
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Navy Portable Flight Planning Station PC-based software. In accordance with NAWCAD personnel direction, the contractor shall update the necessary requirements, code, test, and validate to ensure that the updated software operates in accordance with the established requirements. The contractor shall provide software support for the implementation of software and displays for the Falcon View VH Loader. The contractor shall implement change for the migration to the Joint Planning System as available.

### 3.1.6 Test Bench and Integration Station Development

The contractor shall support the development and upgrade of avionics test benches. The test benches supported shall include, but not be limited to the Aircraft Integration Station (AIS) and the Software Development Station (SDS). The contractor shall be responsible for performing such tasks as assisting in developing accurate drawings of all wiring and circuitry, assisting in developing wire lists, assisting in power supply redesign, assisting in redesign of the ICS and design of the switching and disconnect systems (CDRL A009).

The contractor shall also develop and maintain a detailed User's Manual providing step-by-step instructions of AIS operation. The capability of the SDS may, in the future, also be redesigned and upgraded in a similar manner to the AIS. The contractor will develop and implement upgrades to the SDS when directed by NAWCAD. The contractor shall assist in upgrades to the SDS as directed by NAWCAD personnel. The contractor shall assist in upgrades to related avionics test benches, as directed by the government.

### 3.1.7 Data Base Support

The contractor shall provide data base management support services and generate/maintain inventory control software tools and other software tools as deemed necessary to perform an effective and efficient operation. Examples may include, but are not limited to: Software Trouble Reporting System, Technical Library, Parts Inventory, Test Bench Wire List Data Base, the Avionics Data Base and the maintenance of specialized configuration management tools such as the Optimized Organizational Maintenance Activity (OOMA) and the DOD sponsored Configuration Management Information System (CMIS). In addition, the contractor shall assist in the conversion and maintenance of the "paper library" in association with the existing electronic library, and assist in hosting data base capabilities on the Internet, as directed by the government.

### 3.1.8 VH-3D and VH-60N Aircrew Procedures Trainer Software Support

The contractor shall provide software support for updating both the VH-3D Aircrew Procedures Trainer (APT) and the VH-60N APT project/program related software and documentation to the most recent delivered VH Avionics Management System (AMS) software, including, but not limited to Operational Flight Program (OFP) software, Communication Interface Unit (CIU), and Communication Control Unit software. The contractor shall update and deliver any and all documentation associated with the above code modifications. The contractor shall integrate the above code modifications into the VH-3D and VH-60N APTs on site at Quantico. The vendor shall support verification and acceptance testing of the modified code.

## 3.2 VH-3/VH-60 Engineering Support

The contractor shall provide services as required to support tasks for H-3/H-60 operational programs and related avionics programs to include VXX, CH-53E/D and MH-53E avionics. This would include items such as test and checkout of the 1553B PC cards used in the FPS and Bus Collection Controller (BCC), Avionics Diagnostic System (ADS) development, DBASE support in DMA Waypoint file analysis for FPS use.

### 3.2.1 System Engineering

The contractor shall provide technical support in the generation and review system requirements, either using a MIL-STD top-down hierarchical approach or another approach as needed. In addition to system-level requirements, requirements shall include control, and man-machine interface, as well as those for aircraft integration and installation. The contractor shall develop and deliver design documentation (CDRL A006). Contractor personnel shall define and document system interfaces with the aircraft and with other airborne and ground-based systems and facilities. Additionally, contractor personnel shall define and document the interfaces between system hardware configuration items. System engineering shall include evaluations relating to definition of the system architecture, development of hardware and software requirements, and interface definitions. All system documentation shall be



CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 15 of 103	FINAL
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updated to reflect the new configuration (CDRL A005).

### 3.2.2 System Integration and Analysis

The contractor shall provide technical support for systems integration both in the laboratory and on the aircraft. Systems integration in the laboratory includes the integration of all populated stations and racks into a complete system. Integration on the platform involves the installation of the system and the modifications necessary to interface with the platform. The contractor shall participate in technical interchange meetings and interface control working groups.

### 3.2.3 System Configuration Management

Configuration management of the system design shall be accomplished through the use of an automated tracking system for all design changes. The tracking system shall be maintained to reflect the current, authorized status of the system design (authorized revision level) based on an approved system genealogy. For delivered systems, the contractor shall monitor the status and implementation of all approved and pending Engineering Change Proposals (ECPs) and shall update all database records to reflect the change implementation. The contractor shall also maintain configuration management of all documentation according to standard practices. An automated tracking system to monitor documentation changes and status shall be employed.

### 3.2.4 Bench and Laboratory Test and Evaluation

The contractor shall support the test and evaluation of VH-3/VH-60 and related avionics systems; to include CH-53E/D and MH-53E, products at all levels. Bench testing shall be conducted for all assemblies prior to their integration into stations or racks. All cables and wiring shall be verified in accordance with the governing engineering drawing. Interface testing shall be conducted for all interfacing assemblies to ensure their compatibility and the accuracy of inputs and outputs, both mechanical and electrical. The contractor shall also integrate testing of the fully populated systems. Additionally, the contractor shall perform installation and integration testing required to ensure that the system is fully functional onboard the platform. For systems under development, the contractor shall participate in ground-based and airborne proof-of-concept testing to evaluate competing approaches or technologies. The contractor shall conduct Safety of Flight testing prior to release of Operational Flight Program software. The contractor shall generate test plans, procedures, and scripts for all levels of test required by the specific system under development. Test checklists shall be provided to ensure that all hardware and software have been thoroughly tested and certified for the next level of action and test. The contractor shall support the development and maintenance of the NAWCAD VH-3D and VH-60N Test Bed aircraft, and provide qualified aircrew personnel to support flight testing.

### 3.2.5 Updated Documentation

The contractor shall adhere to CMMI protocols while providing updates to baseline VH System Software Support Activity (VH SSSA) Program documentation. Such documentation consists of, but is not limited to, operator and maintenance manuals, training manuals and test and evaluation program documentation, as well as program definition and program management documentation. The contractor shall develop financial and technical presentations based on customer provided data. The contractor shall assist in providing updates to web based documentation and training, as directed by the government.

### 3.2.6 Technical Support for Field Installation

The contractor shall provide technical support for field installation of upgrades for VH-3/VH-60 avionics and related avionics programs, to include CH-53E/D and MH-53E program, as required. Installation shall include, but not be limited to, installation of the upgrade onboard the aircraft or platform at the deployed site, checkout of the system performance on the ground and in flight, and indoctrination and training for aircrews or other operators and maintenance personnel. In addition, the contractor shall perform any required maintenance on other system components to leave the squadron with a fully functional system to the maximum extent possible.

## 3.3 Quality Assurance (QA)

The contractor shall implement QA procedures to verify that the program will meet the current requirement

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 16 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

specifications approved by NAWCAD during each step of the production. The contractor shall implement QA procedures to validate the accuracy, correctness and performance of the programs, to verify the accuracy and conformance of program documentation, and to ensure that all procedures are properly and completely followed.

#### 3.4 Operator Training

The contractor shall provide the full support necessary for initial fleet introduction of a new system and/or system program configuration. This task shall include initial training of the testing community, initial HMX-1 squadron orientation, and full initial squadron training as directed and required by NAWCAD. Training materials, instruction and system operation shall be provided in the form of resolution of fleet and test community generated trouble and problem reports. Special training courses shall be provided as required to assist in the fleet acceptance of newly developed systems and/or systems software (CDRL A010).

#### 3.5 Program Level Management Support

The contractor shall provide program management support for VH-3/VH-60, avionics integration projects, and other related avionics systems programs under the auspices of AIR 4.5.1.2, to include CH-53E/D and MH-53E. Such support may include: the generation of detailed planning schedules and work breakdown structures; the monitoring of progress versus expenditures of time and money; financial tracking; monitoring of deliverables for timeliness, adequacy, and quality; preparation of briefing materials; and development of project management databases. The contractor shall perform analysis, definition and planning studies for the VH-3/VH-60, avionics integration projects, and other related avionics systems programs under the auspices of AIR 4.5.1.2, to include CH-53E/D and MH-53E. The contractor shall provide trade-off analysis and engineering approach analysis pertaining to the integration of new avionics system functions, mode and architecture or modifications as specified in Engineering Change Proposals.

3.5.1 The contractor shall provide the following program management support services in support of the Executive Helicopter, VXX, MH-53 and related Avionics program data via the following:

##### (a) Project Control Support Services

1. Budget: The contractor shall maintain cost accounting data (including data on utilization of individual labor categories and reimbursable expenses) for each delivery order and modifications under this contract, and the overall cost of the entire contract, and ensure that costs are within prescribed limits.
2. Milestones/schedules: The contractor shall monitor work completed against milestones planned to assure that each project objective is met according to schedule.
3. Deliverables: The contractor shall maintain a library and allow Government access to the library on the contractor's premises at the primary contract site, which contains all document deliverables in both paper and electronic format. At the termination of the contract, the contractor shall deliver the complete library to the COR.
4. Purchasing system: The contractor shall track, manage, and otherwise account for purchases made on behalf of the Government under the authority of this contract with a Purchasing System.
5. Contract Monthly Reports are periodic, recurring submissions of resource expenditures and progress against the applicable planned activities (CDRL A001). The Contractor shall provide periodic progress reports, which cover overall Contract status and specific status on each outstanding effort or task (CDRL A002). The contractor shall review all financial data for compliance with contractual requirements.

##### (b) Documentation of Reimbursable Expenses

The contractor shall maintain current and accurate documentation of all expenses incurred in the performance of work under the contract (CDRL A011). Original receipts and invoices, copies of originals, or summaries of all expenses charged to travel, other direct costs will be made available to the COR upon request. The contractor shall submit a final report at the end of the period of performance (CDRL A003).

#### 3.5.2 Planning Support Services

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 17 of 103	FINAL
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The contractor, using NAWCAD provided data shall perform the following types of Programs/Project Planning support services in support of NAWCAD:

#### 3.5.2.1 Program Planning Support Services

The contractor, using NAWCAD provided data, shall perform analysis, definition and planning studies for a variety of avionics system projects and programs. These studies and analyses will typically include:

- Component test, evaluation, data analysis and resource assessment.
- Analysis of system performance requirements from approved operational requirements.
- Application analysis of advanced system technologies to meet system performance requirements.
- Analysis of alternative conceptual system and subsystems designs.
- Performance analysis of alternative system concepts.

#### 3.5.2.2 Development Planning Support Services

The contractor shall perform support to trade-off analyses and engineering approach analyses pertaining to the integration of new avionics system functions, modes and architecture or modifications as specified in Engineering Change Proposals (ECP(s)). The contractor shall recommend, based on these analyses, the specific avionics system development and engineering efforts and requirements necessary to meet the program objectives and milestones.

#### 3.5.2.3 Technical Development/Resource Planning Support Services

The contractor shall provide support services to performance reviews, trade-off analysis, engineering approach analysis, production analysis and recommend the specific avionics system development/engineering efforts, manufacturing, facilities, and task requirements necessary to meet technical program objectives and milestones. The contractor shall define the major milestones, schedules and relevant resource requirements for each phase of a project. The contractor shall perform support services in the following:

- Project estimating including cost, schedules, manpower, resources, size and Work Breakdown Structure.
- Risk identification, assessment, impact, metrics and mitigation.
- Product analysis including documentation, assembly instructions, bill of materials (BOM), component selection, material lead times, logistics supply and tracking and manufacturing requirements.
- Component test and evaluation planning, resource assessment, data collection and data analysis.
- Facility analysis including fabrication environments, special tooling, required testing capability, and security adherence.
- Production Performance Monitoring and studies
- Production Readiness Reviews (PRR) corresponding to tangible products, engineering changes, procurement cycle requirements, or achievement levels.
- Development methodologies and management processes, metrics, tools, configuration and quality control measures and procedures, etc.
- Program reviews including conferences, technical interchange and IPT meetings providing briefs, surveys, data analysis and presentations.

#### 3.5.3 Risk Management

The Contractor shall describe the procedures to be used for managing areas of risk to successful project completion. Risk Management shall identify and prioritize the areas of risk as High, Medium or Low; identify the risk factors that contribute to the potential occurrence of each risk; document procedures for monitoring and tracking the risk factors and for reducing the likelihood of occurrence of each risk; and identify contingency procedures for each area of risk. The Contractor shall monitor and report to the Government on each area of project risk (CDRL A004).

### 3.6 Prototype Design and Development

The contractor shall design, fabricate, and test special purpose prototype hardware used in the development of Executive Helicopter systems. Prototype hardware may be composed of both Commercial Off-the-Shelf (COTS) and contractor-designed and fabricated components. Computer-aided Design (CAD) will be necessary for the development and completion of complex schematics. The contractor may be required to produce three dimensional

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 18 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

models for form and fit analyses. The contractor will be required to test these devices in a laboratory environment and in the intended operational environment for the item. Special purpose electronic test equipment may be required. The contractor will perform Electronics System Prototyping, Metal Fabrication, Precision CNC Milling, Electronic Fabrication, Rack and Chassis Design and Fabrication, Cabling Design and Fabrication, Avionics Systems Small Scale Manufacturing, Electronic and Mechanical Design, Precision Sheet Metal Fabrication, System Design and Integration, Electronic Assembly, Depot Level Repair, Technical Procurement Services, and CAD/CAM development.

### 3.7 VXX Program Support Services

#### 3.7.1 Resource Planning

The contractor shall provide support services for component test and evaluation planning, resource assessment, data collection and data analysis support, make recommendations for improvements to the systems or resolution of problems related to the systems that are necessary to support aircraft production. The contractor shall assess known and potential production deficiencies and make recommendations for correcting the deficiencies.

#### 3.7.2 Production Performance Monitoring Support Services

The contractor shall review and provide status of manufacturing production operations. This shall include analysis of production issues at the prime contractor facility and its suppliers. The contractor shall assess the prime contractor's performance relative to meeting contract requirements; identification to potential problem areas such as systemic manufacturing issues, and recommends joint government/contractor alternatives to resolve. The contractor shall review the prime and subcontractor assembly instructions, bill of materials (BOM), assembly work orders, material lead times, and manufacturing requirements planning systems (MRPS) data, trade studies, special tooling/special test equipment requirements, master control media, and interchangeability. The contractor shall review data items as required and provide comments to the VXX Production Integrated Product Team (IPT) Lead in the form of weekly highlights, meeting minutes, debriefs, reports, and presentations. The contractor shall assess, report, and manage production/manufacturing planning and execution risks. The contractor shall execute Production Readiness Reviews (PRRs) for new subcontractors and/or engineering changes. This includes readiness reviews of the VXX prime contractor and subcontractors. Effort consists of site visits and formal documentation of findings in a PRR database. The contractor shall support program reviews, technical review, technical interchange meetings, and Production IPT meetings as required. This includes visits to the VXX prime contractor, various major subcontractors, and various Government facilities. The contractor shall review and provide comments on all new and modified production facilities at the VXX prime contractor's site and subcontractor's site. This shall include analysis of production floor layout, inventory receipt and warehousing, and tooling and test equipment requirements. The contractor shall review and provide comments on all production schedules, manufacturing transition plans, and material supply lists. This should include developing and managing a tracking system that will identify production schedule, aircraft build cycle, part/kitting availability, material, and facility availability issues. The contractor shall assess and analyze all issues identified within the tracking system to include production schedule impacts and overall program impacts. This includes providing comments and a recommended prioritization for addressing actions. The contractor shall provide Production IPT support for management conferences, program reviews, production readiness reviews, integrated baseline reviews and site surveys. This should include preparing production briefs and presentations, production manpower analysis, resource monitoring, meeting minutes, and meeting attendance as necessary (CDRL A013). The contractor shall participate in various other IPT meetings and reviews to ensure all issues and concerns relating to the production IPT are addressed.

### 3.8 Resource Allocation Management Support Services

The contractor shall provide hardware configuration management support, including data management, operation and maintenance of NALCOMIS databases and Resource Allocation Management Program (RAMP) Database. The contractor will collect and analyze data from Government and Contractor sources for input into the RAMP system. The contractor will perform interviews with PMA designated representatives to establish RAMP configuration and data collection points of contact. The contractor will provide training to PMA RAMP maintainers and users prior to IOC, and provide technical assistance to the RAMP maintainers and users.

### 3.9 Data Deliverables

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 19 of 103	FINAL
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The contractor shall deliver data to the cognizant ACOR/TPOC as follows:

Description in Accordance With DD 1423 (Attached)

- 3.9.1 Cost Funds Status Report CDRL A001
- 3.9.2 Program and Technical Status Report CDRL A002
- 3.9.3 Final Report CDRL A003
- 3.9.4 Risk Management Report CDRL A004
- 3.9.5 Requirements Report CDRL A005
- 3.9.6 Functional and Design Requirements CDRL A006
- 3.9.7 Test and Evaluation Requirements CDRL A007
- 3.9.8 Test and Evaluation Plans and Procedures CDRL A008
- 3.9.9 Technical Drawings CDRL A009
- 3.9.10 Manuals and Courseware CDRL A010
- 3.9.11 Incurred Cost and Progress Report CDRL A011. In order to support invoice reviews conducted as part of proper surveillance, the Contractor shall report incurred cost and progress in accordance with NAVAIR clause 5252.232-9529, "Incurred cost and Progress Reporting for Services," CDRL A011, and contract Attachment 17.
- 3.9.12 Subcontracting Health Assessment Report CDRL A012.
- 3.9.13 Report, record of meeting/minutes CDRL A013
- 3.9.14 The contractor shall provide Documentation support for the VH legacy In-Service VH-3D & VH-60N Program.

3.10 Security Requirements

The contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of program technical information, to include classified information, information marked FOUO (For Official Use Only), CUI (Controlled Unclassified Information), CI (Critical Information), CT (Critical Technology), CS (Critical Systems), Critical Program Information (CPI), and PII (Personally Identifiable Information). The Contractor shall handle and protect all program technical information not previously authorized for public release IAW DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM) and DoD Manual 5200.01, DoD Information Security Program (Volumes 1-4). The Contractor shall also protect PII in accordance with the requirements established in 5 U.S.C. § 552a, The Privacy Act of 1974.

Release of program technical information (not previously approved for public release) to foreign entities or US citizens working for a foreign owned, controlled, or influenced (FOCI) company is restricted by DoD 5220.22M, (NISPOM), Title 22 U.S.C. 2778 The Arms Export Control Act (AECA), and 22 CFR 120-130, the International Traffic in Arms Regulations (ITAR) and all applicable US Export Control laws and regulations.

All Contractor facilities shall provide an appropriate means of storage for controlled unclassified information and materials. The Contractor shall ensure that all personnel requiring access to classified information comply with the security clearance requirements per DoD 5200.2-R, DoD Personnel Security Program, and DoD 5220.1-M, NISPOM. The Contractor shall ensure that all personnel requiring Yankee White access level comply with DoDD 5210.55, Department of Defense Presidential Support Program dated 15 December 1998, and DoDI 5210. 87,

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 20 of 103	FINAL
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Selection of DOD Military and Civilian Personnel and Contractor Employees for Assignment to Presidential Support Activities dated 30 November 1998.

In accordance with DoDI 5230.24, Distribution Statements on Technical Documents, The Contractor shall apply the following statement on the bottom of the front/cover page of all IN-SERVICE Technical Publications:

"Distribution Statement D: Distribution authorized to the Department of Defense and U.S. DoD contractors only (Reason) (June 2014). Other requests shall be referred to the Presidential Helicopters Program Office (PMA-274), Patuxent River MD 20670.

WARNING- This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S. C., App. 2401 et seq.), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25."

The Contractor shall apply the following statement on the bottom of the front/cover page of ALL OTHER In-Service program technical documents:

"DISTRIBUTION STATEMENT F: Further dissemination only as directed by the Presidential Helicopters Program Office (PMA-274), Patuxent River MD 20670, June 2014, or higher DoD authority.

WARNING- This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S. C., App. 2401 et seq.), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25."

The Contractor shall apply the following statement on the bottom of the front/cover page of ALL VXX program technical documents:

"DISTRIBUTION STATEMENT F: Further dissemination only as directed by the Presidential Helicopters Program Office (PMA-274), Patuxent River MD 20670, March 2012, or higher DoD authority.

WARNING- This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S. C., App. 2401 et seq.), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25."

**Public Release:**

Any controlled unclassified information pertaining to this contract shall not be released for public dissemination, including posting to any social media sites such as Facebook or Twitter, unless it has been approved for public release by appropriate the U.S. government authority. All information dissemination to any individual(s) not party to this contract must be cleared by PMA-274 in writing. Material may include, but is not limited to, technical papers, reports, presentations, news releases, videos (with scripts), photographs (with captions), viewgraph presentations (with scripts), web pages, etc. Any material (including FOUO material) presented at venues such as hotels and conference centers, where wait staff is not cleared, should be approved for public release.

The Contractor shall submit all technical information and materials, including note pages in all briefings and slide presentations, at least 10 working days prior to the date necessary for public release. The NAVAIR Public Affairs Office is responsible for the public release clearance process and authorized to make public release determinations.

Submit ALL Public Release Requests to:

Department of Navy

PEO(A) Public Affairs Office

47123 Buse Road

Bldg 2272, SUITE 162

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 21 of 103	FINAL
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Patuxent River, MD 20670

301-995-2774

#### Reporting Security Violations:

A violation is any knowing, willful, or negligent action that could reasonably be expected to result in an unauthorized disclosure of classified information. An unauthorized disclosure or release of classified or FOUO information is the communication, physical transfer, inadvertent, unauthorized, or illegal conveyance of technical program information, in any manner, to an unauthorized recipient, or to any person(s) not previously authorized by PMA-274, or higher DoD authority. Methods of disclosure or release include oral, physical and visual.

For all security violations and unauthorized disclosures or releases of VH program information, the Contractor shall notify the PMA-274 Program Security Manager (PSM) and the Contracting Officer Representative (COR) within 24 hours regarding any violation upon first identification/detection/notification of the incident regardless of how the Contractor became aware of the information. The Contractor shall use the “Administrative Inquiry Process Job Aid” located at the DSS Website: <http://www.cdse.edu/documents/cdse/ai-job-aid-for-industry.pdf> to submit preliminary, initial, and final reports as required by the NISPOM. For FOUO, the Contractor shall submit the Preliminary and Initial Reports within 72 hours, and 30 days for the Final Report.

The Contractor shall report all cyber-security intrusions/incidents involving the potential compromise, exfiltration, or other loss of any VH Program FOUO data on the Contractor’s information system to the Department of Defense (DoD)-Defense Industrial Base (DIB) Collaborative Information Sharing Environment (DCISE) at: <http://www.dc3.mil/dcise/dciseAbout.php>. Initial reports shall be made within 24 hours upon first identification/detection/notification of the intrusion/incident regardless of how the Contractor became aware of the information. Initial report information should include the following information, as available:

- Applicable dates, including date of compromise and date of discovery
- Threat methodology, including all known “resources” used (e.g., IP addresses, domain names, software tools)
- An account of what actions the threat(s) may have taken on the victim system/ network
- What information may have been compromised, exfiltrated or lost and its potential impact on Government programs

The Contractor shall provide copies of reports to the PMA-274 PSM at the same time they are submitted to other organizations. Reporting security violations to the PMA-274 PSM does not replace the reporting requirements to other organizations.

#### Corrective Actions/Conclusions:

Upon completion of the final report, the Contractor shall develop and implement a risk mitigation plan to correct identified security vulnerabilities/deficiencies within 30 days of final report and provide mitigation plan(s) and evidence of implementation to the PMA-274 PSM. The Contractor shall notify PMA-274 PSM (in writing) for any specific security deficiency requiring corrective action that exceeds 30 days.

**See the Contract DD-254 Form for additional security requirements.**

#### 3.10.1 Information Assurance

The Contractor shall ensure that when transmitting FOUO, over non-secure e-mail (e.g. not connected to the NMCI network through Broadband Unclassified Remote Access System / Virtual Private network), those transmissions are encrypted using Department of Defense Public Key Infrastructure (DoD PKI), or an approved DOD External Certificate Authority (ECA), in accordance with DoD Instruction 8520.02, “Public Key Infrastructure (PKI) and Public Key (PK) Enabling.”

The Contractor shall ensure that Contractor Owned and Operated Networks and Information Systems that process, store, display, manipulate, and/or transmit Unclassified Government Program technical data FOUO shall comply with the protective measures in accordance with DoD Instruction 8582.01, Security of Unclassified DoD Information

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 22 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

on Non-DoD Information Systems. Contractor owned information systems that process, store, display, manipulate, and/or transmit classified Government information shall be certified and accredited by the appropriate Designated Approving Authority, Defense Security Service (DAA DSS).

#### **4.0 FACILITIES**

The contractor shall have the capability in its own facility to perform Electronics System Prototyping, Metal Fabrication, Precision CNC Milling, Electronic Fabrication, Rack and Chassis Design and Fabrication, Cabling Design and Fabrication, Electronic and Mechanical Design, Precision Sheet Metal Fabrication, System Design and Integration, Electronic Assembly, and CAD/CAM development. This fabrication prototyping shall be aimed at reducing schedule, cost, and technical risk, and shall be utilized for the rapid development of system test or integration tools with no intent for multiple device production.

#### **5.0 GOVERNMENT FURNISHED MATERIAL**

The NAWCAD will provide all documentation and specifications necessary for successful completion of the tasks. The contractor will have access to necessary data and processing analysis equipment at the NAWCAD, Patuxent River, MD.

#### **6.0 PLACE OF PERFORMANCE**

The place of performance will be on-site at NAWCAD PAX, Fleet Readiness Center Southeast (FRCSE) Naval Air Station (NAS) Jacksonville, FL or off-site at the contractor's facility, as required by the government. During the performance of tasks under this contract, the contractor personnel shall be required to frequently commute between NAWCAD PAX and the contractor's facility, for the purpose of performing tasks that require the use of equipment and systems at the respective facility, and for the purpose of obtaining direction and instruction. The contractors must support meetings at NAWCAD PAX within 60 minutes of meeting notification. Work shall be accomplished at the contractor's facility in Lexington Park, MD area, onsite at the government's site at Patuxent River, MD, and at other government sites worldwide.

#### **7.0 CONTRACTING OFFICER'S REPRESENTATIVE**

The COR who will perform the inspection acceptance of the technical deliverables is Mr. John A. Harris (AIR 4.5.1.), (301) 342-9143.

#### **8.0 TRAVEL REQUIREMENTS**

Contractor personnel shall travel to provide needed tasks through off-site meetings, conferences, design, installation, integration, maintenance or system test to support field experiments, test evaluation, or events. As part of this travel, contractor personnel may be required to travel in CONUS, overseas, or serve onboard ships or aircraft for extended periods of time. All travel shall be performed in accordance with the provisions and guidelines of the most current Federal Travel Regulations. The contractor shall accomplish travel when essential to task performance. Due to manufacturing and production of components being produced all over the world, extensive travel requirements are anticipated in order to collect data and report on the status of the various components. Actual expenses incurred for travel shall be in accordance with Government Travel Regulations guidelines. Contractor personnel shall be required to perform travel to various locations within, and outside the continental United States. Travel to the locations below is anticipated during the period of performance. Other travel may be required to accomplish the tasks included herein. Due to the necessity to provide system integration at deployed sites on a rapid deployment basis, the following travel should be viewed as characteristic and not a definitive list:

Quantico, Virginia 2 persons 1 day each 10 trips per year  
 Stratford, Connecticut 2 persons 3 days each 3 trips per year  
 Indianapolis, Indiana 2 persons 3 days each 2 trips per year  
 Birmingham, AL, 2 persons, 10 days each, 3 trips per year  
 Cedar Rapids, IA, 2 persons, 3 days each, 2 trips per year  
 Palmdale, CA, 2 persons, 3 days each, 2 trips per year



CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 23 of 103	FINAL
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Owego, NY, 2 persons, 3 days each, 2 trips per year

## MINIMUM PERSONNEL REQUIREMENTS

The contractor shall be responsible for employing personnel having the following levels of education, professional, and technical experience. These qualifications are only a baseline; contractors should strive for technical excellence in personnel by demonstrating experience and qualifications beyond these qualifications.

The specialized experience included as part of the required qualifications shall have been obtained in the field of endeavor indicated by the applicable labor categories listed below. The experience indicated in the following labor categories must have been performed during the past five years. In cases requiring experience of more than five years, at least five years of the total experience must be within the past five years. Key personnel are those who will be performing in Key Labor Categories listed below.

Personnel must have, or be able to obtain the appropriate security clearance as stated on the DD Form 254. Proof of U.S. citizenship is required to be permitted access to Government installation, aircraft, and ships.

Note: All required experience for all labor categories may have been obtained concurrently. All degrees shall be obtained from an accredited college or university.

### Definitions

As used in the minimum personnel qualification descriptions for this contract, the terms indicated shall be defined or their meaning qualified as follows:

**academic year** - a full or complete year of study at a junior college, college, university, or other academic institution toward which at least 30 semester hours or 45 quarter hours of undergraduate study, or 18 semester hours or 27 quarter hours of postgraduate study, were completed.

**accredited institution** - a post-secondary educational institution (junior college, college, university, technical trade, or professional school) which was approved by an accrediting agency listed as nationally recognized by the U.S. Department of Education.

**accredited program** - an educational program or course of study offered by a post-secondary educational institution which was approved by an accrediting agency listed as nationally recognized by the U.S. Department of Education.

**degree** - an academic title conferred by an educational institution upon completion of a unified course of study; if not otherwise qualified, the term shall mean a degree at the bachelor's, master's, or doctoral levels only.

**engineering or engineering discipline** - when used in relation to educational or work experience requirements, "engineering" shall mean any of the following specific subjects, disciplines, or areas of work experience only: aerospace, civil, computer, electrical, electronics, industrial, mechanical or nuclear engineering.

**experience and years of experience** - when used in relation to requirements for past participation in professional work or employment activities, "experience" shall mean full-time (on the basis of a standard forty hour work week) participation, at least one-half of which time was spent performing qualifying functions as practitioner or employee.

When used in relation to requirements for a particular term or period of participation, "years of experience" shall mean full, productive years of participation. Productive years are work years of fifty-two weeks reduced by reasonable amounts of time for holiday, annual, and sick leave. If participation was part-time, or if less than one-half of the standard work week was spent performing qualifying functions, the actual time spent performing qualifying functions may be cumulated to arrive at full years (or years and months) of experience. For example, only the actual number of full days (or full-day equivalents) of duty or drills completed during a year of military reserve participation, or in other qualifying part-time employment or practice may be cumulated toward years of experience. Qualifying part-time experience performed in addition to other full-time qualifying employment during the same

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 24 of 103	FINAL
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period of time may be cumulated on a full-time equivalent basis and added to the full-time experience to satisfy a total experience requirement.

**postgraduate degree** - a master's, Ph.D., or other professional degree for which completion of an undergraduate curriculum for receipt of a bachelor's degree was a prerequisite.

**technical discipline** – when used in relation to educational or work experience requirements, “technical discipline” shall mean a degree in the field of Mathematics or Sciences.

**technical rating** - completion of a U.S. Navy electronic technology related B or C school for Cryptologic Technician Technical (CTT), Electronic Technician (ET), Electronic Warfare Technician (EW), Fire Controlman (FC), or Information Systems Technician (IT) or the equivalent from another branch of service.

### **Labor Category Qualifications:**

#### **Junior Financial Analyst**

**Proposed Function Description:** Provides financial and/or accounting support to the activity Accounting Department, Budget Department, Financial Systems Department or Business Operations Department, and other organizational support elements and other activities. Performs analytical and evaluative work requiring a comprehensive knowledge of: (1) theory and principles; (2) financial and management organization, operations, and practices; (3) pertinent statutory or regulatory provisions; and (4) related basic economic, accounting, and legal principles. Develops and analyze impacts of budget marks. Assists with development of appropriate acquisition documentation regarding financial interest items. Provides support with a variety of management activities, corporate initiatives, special projects, and data calls which could have significant impact on the organization and its business operations.

**Proposed Education:** AS or AA degree. **ALLOWABLE SUBSTITUTION:** An additional four (4) years of experience can be substituted for an AS or AA degree.

**Proposed Experience:** At least two (2) years of experience in a business or technical position.

#### **Senior Program Manager**

**Proposed Function Description:** Acts as the overall lead, manager and administrator for the contracted effort of ACAT I and II programs or manages across multiple teams. Directs efforts of cross-competency team(s) to include government civilians and contractors at multiple locations. Serves as the primary interface and point of contact with Government program authorities and representatives on technical and program/project issues. Regularly briefs senior leadership on program status and milestones. Supervises contractor personnel program/project operations by developing procedures, planning and directing execution of the technical, programming, maintenance and administrative support effort and monitoring and reporting progress. Manages acquisition and employment of program/project resources and controls financial and administrative aspects of the program/project with respect to contract requirements.

**Proposed Education:** MS or MA degree in a Business, Management, or "Relevant Technical Discipline". **ALLOWABLE SUBSTITUTION:** A BS or BA degree and an additional four (4) years of experience can be substituted for an MS or MA degree. An AA degree and an additional eight (8) years of VH-60N or VH-3D specific experience can be substituted for an MS or MA degree.

**Proposed Experience:** At least twelve (12) years of professional experience in the Defense acquisition, three (3) years of which must have been in the previous six (6) years, and five (5) years of which must have been with VH-3D/VH-60N in support of Navy Acquisition management; and a minimum of three (3) years supervisory experience. Experience with aircraft systems, hardware and software, configuration control, test and evaluation, systems integration, and systems supportability. Experience in initiating and maintaining technical direction within broad program objectives directly related to aircraft systems, hardware and software, configuration control, test and

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 25 of 103	FINAL
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evaluation, systems integration, and systems supportability. Experience managing different phases of weapon system acquisition, including Concept Development, SD&D. Knowledgeable of acquisition policies and procedures. Demonstrated knowledge of and experience with the requirements of the DOD 5000 series. Demonstrated understanding of and experience with the time critical nature of the DX-1 rating system. Demonstrated ability to work with large and diverse teams and the ability to effectively provide guidance, direction, and supervision in all areas of contracted effort such as program management, systems engineering, major system acquisitions, and financial management.

### **Configuration Management Analyst**

**Proposed Function Description:** Performs the necessary functions of configuration management for control of technical (hardware and software) configurations of laboratory or project assets. Apply government-instituted processes for documentation, change control management, data management, reconfiguration, base lining, data management, and other relevant processes. Ensure adherence to institutionalized processes and procedures.

**Proposed Education:** BS or BA degree. ALLOWABLE SUBSTITUTION: An AA degree and an additional two (2) years of relevant work experience can be substituted for a BS or BA degree, or a High School diploma or GED and an additional four (4) years of relevant work experience can be substituted for a BS or BA degree.

**Proposed Experience:** At least six (6) years program experience; a minimum of three (3) years out of the prior six (6) years of program experience must include aircraft systems configuration management. Demonstrated program experience in the configuration management process must include: configuration identification, control, audit, and status; DOD configuration management policies, procedures, review cycles, instructions and standards; engineering change proposal evaluations; and Operational and Safety Improvement Program (OSIP) procedures. Demonstrated experience with aircraft and system avionics, subsystems, ancillary equipment, and ground support equipment development, testing, production, and operational use.

### **Senior Engineer/Scientist**

**Proposed Function Description:** Performs tasks with little or no guidance. Has demonstrated knowledge in area of engineering expertise. Applies engineering principles to investigate, analyze, plan, and design, develop, implement, test or evaluate military weapons systems. Reviews and prepares engineering and technical analysis, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes designs, develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of military weapons systems, associated support systems.

**Proposed Education:** BS or BA degree in a "Relevant Engineering/Science Field."

**Proposed Experience:** At least ten (10) years of experience in a "Relevant Engineering/Science Field," at least five (5) years of which must have been with both legacy VH-3D Operational Flight Program (OFP) and VH-60N common Avionics Architecture System platform unique avionics architecture.

### **Engineer/Scientist**

**Proposed Function Description:** Applies engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate military weapons systems. Reviews and prepares engineering and technical analysis, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes, designs, develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of military weapons systems, associated support systems, or management information systems.

**Proposed Education:** BS or BA degree in a "Relevant Engineering/Science Field".

**Proposed Experience:** At least three (3) years of experience in a "Relevant Engineering/Science Field".

### **Junior Engineer/Scientist**

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 26 of 103	FINAL
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**Proposed Function Description:** Applies engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate military weapons systems. Reviews and prepares engineering and technical analysis, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes, designs, develops, implements, tests, or evaluates software, components, or systems related to engineering or functional requirements of military weapons systems, associated support systems, or management information systems.

**Proposed Education:** BS or BA degree in a "Relevant Engineering/Science Field".

**Proposed Experience:** At least one (1) year of experience in a "Relevant Engineering/Science Field".

### **Drafter**

**Proposed Function Description:** Works closely with design originators, preparing drawings of unusual, complex, or original designs which require a high degree of precision. Performs unusually difficult assignments requiring considerable initiative, resourcefulness, and drafting expertise. Assures that anticipated problems in manufacture, assembly, installation, and operation are resolved by the drawing produced. Exercises independent judgment in selecting and interpreting data based on knowledge of the design intent. Although working primarily as a drafter, may occasionally interpret general designs prepared by others to complete minor details. May provide advice and guidance to lower level drafters or serve as coordinator and planner for large and complex drafting projects.

**Proposed Education:** High School diploma or GED; Vocational training commensurate with Department of Labor functional description.

**Proposed Experience:** Adequate experience performing the duties of the labor category as described in the Department of Labor functional description.

### **Junior Computer Scientist**

**Proposed Function Description:** Utilizes business and technical methodologies to provide support of hardware, software and service acquisition and life cycle management. Support and draft program milestone related documentation to ensure compliance with all aspects of the DoD and SECNAV 5000 series directives. Assess program procedures, practices, philosophies, and documentation for compliance with specifications, contracts, and mission requirements. Attend, participate, support, analyze, provide input, develop, prepare and report on briefs, point papers, reports, correspondence, meetings, conferences, and review boards. Participates in meetings and supports specified Program Integrated Product Teams (IPTs).

**Proposed Education:** BS or BA degree in a Computer Science or "Relevant Technical Discipline". ALLOWABLE SUBSTITUTION: The equivalent combination of education, technical certifications or training, or work experience.

**Proposed Experience:** At least one (1) year of recent relevant experience.

### **Computer Scientist**

**Proposed Function Description:** Applies knowledge of computer science concepts and techniques, mathematics, and methods of statistical analysis to develop and apply automated solutions to engineering, scientific, or business data acquisition and management problems. Uses mathematical, statistical, and scientific logic to identify conceptual or theoretical solutions to problems of automated data processing (ADP) hardware or software systems design and operations. Analyzes and formulates architectural and functional specifications, interfaces, and data structures. Researches applications for ADP hardware, software, and operating systems. Writes, modifies, and adapts computer programs in machine level, assembly, and third or fourth generation programming languages.

**Proposed Education:** BS or BA degree in a Computer Science or "Relevant Technical Discipline". ALLOWABLE SUBSTITUTION: The equivalent combination of education, technical certifications or training, or work experience.

**Proposed Experience:** At least three (3) years of recent relevant experience.

### **Senior Computer Scientist**

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 27 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

**Proposed Function Description:** Applies knowledge of computer science concepts and techniques, mathematics, and methods of statistical analysis to develop and apply automated solutions to engineering, scientific, or business data acquisition and management problems. Uses mathematical, statistical, and scientific logic to identify conceptual or theoretical solutions to problems of automated data processing (ADP) hardware or software systems design and operations. Analyzes and formulates architectural and functional specifications, interfaces, and data structures. Researches applications for ADP hardware, software, and operating systems. Writes, modifies, and adapts computer programs in machine level, assembly, and third or fourth generation programming languages. May act as team leader or supervisor, developing project plans, guidelines, or controls, and directing the work of other computer scientists, specialists, and technicians.

**Proposed Education:** BS or BA degree in a Computer Science or "Relevant Technical Discipline". **ALLOWABLE SUBSTITUTION:** The equivalent combination of education, technical certifications or training, or work experience.

**Proposed Experience:** At least ten (10) years of computer science experience, at least five (5) years of which must have been with both legacy VH-3D Operational Flight Program (OFP) and VH-60 Common Avionics Architecture System OFP unique mission software, architecture, code, tools, and development environment and processes. At least one (1) year of the foregoing experience shall have been as a team leader or supervisor. At least one (1) year of the foregoing experience shall have consisted of performing computer scientist functions in a "Relevant Technical Discipline".

### **Junior Engineering/Electronics Technician**

**Proposed Function Description:** Performs tasks under supervision. Applies engineering techniques, principles and precedents to develop, design, modify, install, test, evaluate, or operate electrical, electronic, avionics, mechanical, communications, stores, armament/ordnance, or related data processing systems for military weapon systems or associated support equipment or components. Reviews, analyzes, develops, prepares or applies engineering, technical or maintenance specifications, policies, standards, or procedures. Organizes, analyzes, and prepares reports or presentations of technical data and information. Plans and performs tests and evaluations of systems equipment or components. Compiles, processes, reduces, or analyzes test data results.

**Proposed Education:** High School diploma or GED; Completion of a technical school, trade school, or advanced armed services technical school curriculum or course of training in electricity, electronics, avionics, mechanics, armaments/ordnance, or engineering technology; or completion of at least 30 semester hours of course studies at an accredited college or university in an engineering, scientific, or technical curriculum.

**Proposed Experience:** At least one (1) year of experience in performing engineering technician functions in a "Relevant Technical Discipline". **ALLOWABLE SUBSTITUTION:** Twenty-four (24) credits of post high school classes can be substituted for one (1) year of experience.

### **Engineering/Electronics Technician**

**Proposed Function Description:** Applies engineering techniques, principles and precedents to develop, design, modify, install, test, evaluate, or operate electrical, electronic, avionics, mechanical, communications, stores, armament/ordnance, or related data processing systems for military weapon systems or associated support equipment or components. Reviews, analyzes, develops, prepares or applies engineering, technical or maintenance specifications, policies, standards, or procedures. Organizes, analyzes, and prepares reports or presentations of technical data and information. Plans and performs tests and evaluations of systems equipment or components. Compiles, processes, reduces, or analyzes test data results.

**Proposed Education:** High School diploma or GED; Completion of a technical school, trade school, or advanced armed services technical school curriculum or course of training in electricity, electronics, avionics, mechanics, armaments/ordnance, or engineering technology; or completion of at least 30 semester hours of course studies at an accredited college or university in an engineering, scientific, or technical curriculum.

**Proposed Experience:** At least four (4) years of experience in performing engineering technician functions. At least 1 year of engineering technical functional experience shall have consisted of performing engineering/technical functions in a "Relevant Technical Discipline".

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 28 of 103	FINAL
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### **Senior Engineering/Electronics Technician**

**Proposed Function Description:** Leads the execution of complex tasks. Applies engineering techniques, principles and precedents to develop, design, modify, install, test, evaluate, or operate electrical, electronic, avionics, mechanical, communications, stores, armament/ordnance, or related data processing systems for military weapon systems or associated support equipment or components. Reviews, analyzes, develops, prepares or applies engineering, technical or maintenance specifications, policies, standards, or procedures. Organizes, analyzes, and prepares reports or presentations of technical data and information. Plans and performs tests and evaluations of systems equipment or components. Compiles, processes, reduces, or analyzes test data results.

**Proposed Education:** High School diploma or GED; Completion of a technical school, trade school, or advanced armed services technical school curriculum or course of training in electricity, electronics, avionics, mechanics, armaments/ordnance, or engineering technology; or completion of at least 30 semester hours of course studies at an accredited college or university in an engineering, scientific, or technical curriculum.

**Proposed Experience:** At least ten (10) years of experience in performing engineering technician functions in a "Relevant Technical Discipline".

### **Documentation Specialist**

**Proposed Function Description:** Applies knowledge of word processing to develop/refine page layouts and graphics layouts, and to ensure proper selection and use of English language and grammar in development, drafting, editing, and revision of user manuals, operating guides, reports, manuals, and presentation materials for corporate and/or stand alone computing applications. Gathers, analyzes, and composes technical information. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel.

**Proposed Education:** High School diploma or GED.

**Proposed Experience:** At least two (2) years of general clerical experience and experience with Microsoft Office Tools. ALLOWABLE SUBSTITUTION: One (1) year of government or military experience in clerical functions and experience with Microsoft Office Tools may be substituted for two (years) of experience.

### **Junior Acquisition Specialist**

**Proposed Function Description:** Utilizes business and technical methodologies to provide support of hardware, software and service acquisition and life cycle management. Support and draft program milestone related documentation to ensure compliance with all aspects of the DoD and SECNAV 5000 series directives. Assess program procedures, practices, philosophies, and documentation for compliance with specifications, contracts, and mission requirements. Attend, participate, support, analyze, provide input, develop, prepare and report on briefs, point papers, reports, correspondence, meetings, conferences, and review boards. Participates in meetings and supports specified Program Integrated Product Teams (IPTs).

**Proposed Education:** AS or AA degree.

**Proposed Experience:** At least two (2) years of experience in a business or technical position.

### **Junior Analyst**

**Proposed Function Description:** Possesses knowledge and experience applying analytic methodologies and principles to address client needs. Under supervision, applies analytic techniques in the evaluation of project objectives and contributes to the implementation of strategic direction. Performs analyst functions including data collection, interviewing, data modeling, project testing, and creation of performance measurements to support project objectives. Conducts activities in support of project team's objectives.

**Proposed Education:** BS or BA degree. ALLOWABLE SUBSTITUTION: An AA degree and an additional two

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 29 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(2) years of relevant work experience can be substituted for a BS or BA degree, or a High School diploma or GED and an additional four (4) years of relevant work experience can be substituted for a BS or BA degree.

Proposed Experience: At least one (1) year of experience as an analyst.

**Analyst**

Proposed Function Description: Possesses demonstrated knowledge and experience applying analytic methodologies and principles to address client needs. Applies analytic techniques in the evaluation of project objectives and contributes to the implementation of strategic direction. Performs analyst functions including data collection, interviewing, data modeling, project testing, and creation of performance measurements to support project objectives. Conducts activities in support of project team's objectives.

Proposed Education: BS or BA degree. ALLOWABLE SUBSTITUTION: An AA degree and an additional two (2) years of relevant work experience can be substituted for a BS or BA degree, or a High School diploma or GED and an additional four (4) years of relevant work experience can be substituted for a BS or BA degree.

Proposed Experience: At least three (3) years of experience as an analyst.

**Senior Analyst**

Proposed Function Description: Senior expert with extensive knowledge and experience developing and applying analytic methodologies and principles. Leads the application of analytic techniques and helps define project objectives and strategic direction. Is responsible for providing leadership and vision to client and project teams around the methodology. Resolves complex problems, which require an in-depth knowledge of analytic methodologies and principles. Directs the activities of more junior Analysts or other staff as necessary on activities related to the application of analytical techniques and methodologies. Demonstrated managerial and supervisory skills.

Proposed Education: BS or BA degree. ALLOWABLE SUBSTITUTION: An AA degree and an additional two (2) years of relevant work experience can be substituted for a BS or BA degree, or a High School diploma or GED and an additional four (4) years of relevant work experience can be substituted for a BS or BA degree.

Proposed Experience: At least five (5) years of experience as an analyst.

**Clauses Incorporated by Reference:**

**13RA HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)**

**Clauses Incorporated by Full Text:**

**13RA HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)**

(a) The Contractor agrees to test for viruses all (a) computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment,

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 30 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

#### **5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY SYSTEM (NAVAIR) (OCT 2005)**

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the NAVAIR, Patuxent River, MD, Naval Air Base and FRCSE, Jacksonville, FL NAS. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to John A. Harris, tel: 301-342-9143, e-mail: [john.a.harris@navy.mil](mailto:john.a.harris@navy.mil). All losses are to have the permanent badges returned to John A. Harris, tel: 301-342-9143, e-mail: [john.a.harris@navy.mil](mailto:john.a.harris@navy.mil) on the last day of the individual's task requirement.

#### **5252.211-9509 INCORPORATION OF THE CONTRACTOR'S TECHNICAL PROPOSAL (NAVAIR)(OCT 2005)**

The Contractor's Technical Proposal, dated 11 August 2014, and any amendments/addendums thereof, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text. Nothing in the Contractor's proposal shall constitute a waiver of any of the provisions of the contract, including the Statement(s) of Work and Specification. For purposes of FAR Clause 52.215-8, "Order of Precedence", the Contractor's technical proposal shall be considered a "Specification" but the Government's Specification shall take precedence over the Contractor's technical proposal.

#### **REQUIRED ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) INFORMATION**

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. Contracted services, excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;



CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 31 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address  
<https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 32 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

## SECTION D PACKAGING AND MARKING

### NOTES

CLINs 9000-9003 and Option CLINs 9100-9103 and 9200-9203 - Packaging and marking are not applicable to these items.

CLINs 7000-7001 and Option CLINs 7100-7101 and 7200-7201 - Packaging and marking shall be in accordance with Section D of the Seaport-e Multiple Award Basic Contract.

Clauses specified in Section D of the Seaport basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

All deliverables shall be submitted to the Contracting Officer's Representative (COR) at the address indicated in Section G, Clause 5252.201-9501.

### 11RA HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data shall be prepared for shipment in accordance with best commercial practices.

Classified reports, data, and documentation shall be prepared for shipment in accordance with the National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

### 11RA HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report: \*

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor:

\_\_\_\_\_

(Name of Individual Sponsor)

\_\_\_\_\_

(Name of Requiring Activity)

\_\_\_\_\_

(City and State)

\* To be completed at the Task Order level, when applicable.

### 5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 33 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

## SECTION E INSPECTION AND ACCEPTANCE

### NOTES

Labor CLINs (7000-7001, 7100-7101 and 7200-7201) will be inspected in accordance with the Surveillance Activity Checklist (Attachment J3) and accepted via DD250.

Data CLINs (7002, 7102, and 7202) will be inspected in accordance with the Surveillance Activity Checklist (Attachment J3) and accepted in accordance with Exhibit A.

All the provisions and clauses of Section E of the basic contract apply to this task order, unless otherwise specified in the task order, in addition to the following:

Contractor performance will be inspected in accordance with the metrics provided in the Surveillance Activity Checklist (Attachment J3) to the contract.

Inspection and acceptance shall be in accordance with Section E of the Seaport-e multiple award contract.

Items 7000-7001, 7100-7101 and 7200-7201 - Inspection and acceptance of the services called for hereunder shall be performed in accordance with Section C at the destination approved by the cognizant Procuring Contracting Officer (PCO)/Contracting Office's Representative (COR). The Government will monitor the Contractor's performance to assure compliance with the contract requirements, inclusive of the terms and conditions, in accordance with Section C, SOW, and Section J, Attachment J3- Surveillance Activity Checklist. Final acceptance of all associated Contract Data Requirements List (CDRL), DD Form 1423 Exhibit A (A001 -A013) under the associated items 7000-7001, 7100-7101 and 7200-7201 must be completed prior to final acceptance of the services identified herein prior to final acceptance of the services identified herein.

Items 7000-7001, 7100-7101 and 7200-7201 - Inspection and acceptance shall occur upon acceptance of all Exhibit (A) CDRLs. Additionally, the Government will monitor the contractor's performance to ensure compliance with contract requirements, inclusive of terms and conditions, in accordance with Section J, Attachment J3, the Surveillance Activity Checklist. The Surveillance Activity Checklist defines that this evaluation and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at <http://www.cpars.csd.disa.mil>.

### 11RA INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
7000-7999	Destination	Government	Destination	Government
9000-9999	Destination	Government	Destination	Government

Clauses Incorporated by Full Text:

#### 5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by COR/ACOR.

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD Form 250 submitted through the WAWF system. Acceptance will only occur when the

accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 34 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

**5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION  
(NAVAIR) (FEB 1995)**

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled [N/A]. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

\*Note: For the purposes of this clause included in a task order under a multiple award contract, the term "PCO" refers to the "Task Order PCO."

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 35 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

7000	12/1/2014 - 11/30/2015
7002	12/1/2014 - 11/30/2015
7100	12/1/2015 - 11/30/2016
7102	12/1/2015 - 11/30/2016
7200	12/1/2016 - 11/30/2017
7202	12/1/2016 - 11/30/2017
9000	12/1/2014 - 11/30/2015
9001	12/1/2014 - 11/30/2015
9002	12/1/2014 - 11/30/2015
9100	12/1/2015 - 11/30/2016
9101	12/1/2015 - 11/30/2016
9102	12/1/2015 - 11/30/2016
9200	12/1/2016 - 11/30/2017
9201	12/1/2016 - 11/30/2017
9202	12/1/2016 - 11/30/2017

### CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

The periods of performance for the following Option Items are as follows:

7001	12/1/2014 - 11/30/2015
7101	12/1/2015 - 11/30/2016
7201	12/1/2016 - 11/30/2017
9003	12/1/2014 - 11/30/2015
9103	12/1/2015 - 11/30/2016
9203	12/1/2016 - 11/30/2017

## NOTES

The full performance start date is 1 December 2014. The transition period will commence on the date of task order award and continue through 1 December 2014.

Clauses Specified in Section F of the basic Seaport-e contract are hereby fully and expressly incorporated into this Task Order.

Services to be performed hereunder are provided in the SOW.

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 36 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Services to be performed hereunder are estimated to be performed 13% at the contractor's facilities and 87% at the Government site at the Naval Air Warfare Center Aircraft Division (NAWCAD), Patuxent River, Maryland. The contractor facilities shall be within sixty (60) miles ground transportation of NAWCAD, Patuxent River, Maryland. The facilities shall satisfy the daily technical and management operation of the task order.

All provisions and clauses of Section F of the Basic Seaport-e Multiple Award Contract apply to this task order, unless otherwise specified in this task order, in addition to the following:

**5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)**

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1) Rebecca J. Wathen  
PCO, Naval Air Systems Command, AIR- 2.5.1.7  
47060 Liljencrantz Road  
Patuxent River, MD, 20670

(2) John A. Harris,  
Contracting Officer's Representative (COR), AIR-4.5.1  
Naval Air Systems Command  
Building 2187, R3280-D9  
48110 Shaw Road  
Patuxent River, Md 20670-1906

or

Stanley Zugay,  
Alternate Contracting Officer's Representative, AIR-4.5.1  
Naval Air Systems Command  
Building 2187  
48110 Shaw Road  
Patuxent River, MD 20670-1906

(3) ACO: Refer to Block 24 of the Basic Contract

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 37 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(g) DD Form 1423, Block 14 Mailing Addresses:

John A. Harris,  
 Naval Air Systems Command  
 Building 2187, R3280-D9  
 48110 Shaw Road  
 Patuxent River, Md 20670-1906  
 Contracting Officer's Representative (COR): John A. Harris  
 Phone: 301-342-9143

**5252.247-9521 PLACE OF PERFORMANCE (NAVAIR) (OCT 2005)**

The services to be performed herein shall be performed at :

**ESTIMATED FULL TIME EQUIVALENT (FTE)**

Place of Performance	Base	Option Period I	Option Period II
Naval Air Station, Patuxent River, MD (Gov Site)	52.5	52.5	50.5
Contractor Site	8	8	9
FRCSE NAS Jacksonville, FL (SoW Paragraph's: 3.2.2, 3.2.6, 3.5, 3.5.2.3)	0	0	1

Historically the following labor categories are performed at the contractor site:

Labor Category	FTE
Senior Program Manager	1
Computer Scientist	1
Junior Computer Scientist	1
Senior Computer Scientist	2
Admin/Financial Analyst	1
Analyst	2

**13RA Ddl-F40 CONTRACTOR NOTICE REGARDING LATE DELIVERY**

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Task Order Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 38 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

### NOTES

Section G information is applicable to CLINs 7000-7001, 7100-7101, 7200-7201, 9000-9003, 9100-9103, and 9200-9203.

TYPE OF CONTRACT: This is a cost plus fixed fee level of effort task order.

All provisions and clauses of Section G of the Basic Seaport-e Multiple Award Contract apply to this task order, unless otherwise specified in this task order, in addition to the following:  
52.232-8 Discounts For Prompt Payment do not apply to this task order. This is a cost plus fixed fee level of effort task order.

### **252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)**

(a) *Definitions.* as used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) *WAWF methods of document submission.* Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.



CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 39 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

N00421

*(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")*

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC:	HQ0338
Issue By DoDAAC:	N00421
Admin DoDAAC:	S2101A
Inspect By DoDAAC:	N00421
Ship To Code:	See Section F
Ship From Code:	Not Applicable
Mark For Code:	N00421
Service Approver (DoDAAC):	N00421
Service Acceptor (DoDAAC):	N00421
Accept at Other DoDAAC:	Not Applicable
LPO DoDAAC:	Not Applicable
DCAA Auditor DoDAAC:	Not Applicable
Other DoDAAC(s):	Not Applicable

*(\*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")*

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

[john.a.harris@navy.mil](mailto:john.a.harris@navy.mil)

Rebecca.wathen@navy.mil

*(Contracting Officer: Insert applicable email addresses or "Not applicable.")*

(g) *WAWF point of contact.* (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Not Applicable

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 40 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

**5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR)  
(JAN 2012)**

(a) The Contracting Officer has designated/appointed:

John A. Harris  
Naval Air Systems Command  
Building 2187, R3280-D9  
48110 Shaw Road  
Patuxent River, MD 20670-1906  
Phone: 301-342-9143

[john.a.harris@navy.mil](mailto:john.a.harris@navy.mil)

as the authorized Contracting Officer's Representative (COR) to perform the following functions/duties: As designated by the Contracting Officer.

(b) The effective period of the COR designation/appointment is effective as of date of award.

**5252.201-9502 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL  
LIAISON (NAVAIR) (OCT 2005)**

(a) The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liaison with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

**CONTRACT COORDINATOR**

NAME: William A. Weston III, President/CEO

PHONE (BUS): 301-475-5305

PHONE (AFTER HOURS): Not Applicable

**ALTERNATE:**

NAME: Not Applicable

PHONE (BUS): Not Applicable

PHONE (AFTER HOURS): Not Applicable

(b) The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel.

**5252.232-9529 Incurred Cost Reporting and Progress Reporting for Services**

The following applies to the prime contractor and all subcontractors. If desired, a subcontractor may directly submit the required data in accordance with contract CDRL A011. When a subcontractor reports directly to the Government, the prime contractor shall highlight the subcontractor costs to be directly reported to the Government.

General: The contractor shall segregate costs incurred under this contract and provide a report as a supplement to

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 41 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

each invoice submitted for payment in accordance with the requirements of this clause and CDRL A011. This report shall include the elements outlined below and, at a minimum, be submitted jointly with the invoice. The total of all cost elements below shall match the applicable invoice amount. If there are no costs associated to a particular element, the report shall state "Not Applicable." The data tables outlined in attachment J7 shall be utilized as required herein and attached to the report. Other required information and supporting documentation not reported as part of the data tables shall be included in the report and/or as a separate attachment to the report.

a) Incurred Costs:

1) Summary: An incurred cost summary shall be reported by completing the "Header" and "Invoice Summary" tabs included in attachment J7.

2) Labor: Incurred costs for labor shall be reported by completing the "Invoiced Labor" tab, and, if applicable, the "If Individuals > Hourly Tripwire" tab included in attachment J7. Additional information regarding individual labor categories and fully burdened labor rates shall be provided upon request.

3) Other Direct Costs (ODCs), including Travel and Material: Total fully burdened other direct costs shall be reported by completing the "Invoice Summary" tab included in attachment J7. In addition, an itemized listing of the unburdened other direct charges, including travel and material, shall be provided. For material greater than \$3,000, the invoice number, date, total amount, company, purchase order number, and description of each item shall be included. For travel, the dates, names of individuals traveling, destination, purpose and total cost shall be outlined. A copy of the travel voucher with accompanying receipts shall be provided upon request. For material less than \$3,000, supplemental data shall be provided upon request. The report shall also include the following statements regarding ODCs and Labor: "No fee has been applied to ODCs, and the applicable fee rate does not exceed that identified in NAVAIR Clause 5252.215-9512, Savings Clause."\*

b) Progress: A description of progress made during the invoice period by the SOW tasking shall be included in the report. At a minimum, the description shall include the following: deliverables completed and delivered, problem areas encountered, and any impacts on cost, technical and schedule.

**\*NAVAIR Clause 5252.215-9512 is not included. Clause H.10, which is essentially the same, is included in the basic MAC.**

**5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)**

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to: See the ADMINISTERED BY Block on the face page of the contract, modification, or order.

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

Functions Retained	Retained for Performance By:
FAR 42.302(a)(4)	COR
FAR 42.302(a)(16)	COR
FAR 42.302(a)(17)	COR
FAR 42.302(a)(38)	COR
FAR 42.302(a)(44)	COR
FAR 42.302(a)(58)	COR

(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 42 of 103	FINAL
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Additional Functions	Retained for Performance By:
FAR 42.302(a)(4)	See the ADMINISTERED BY block on the face page of the order
FAR 42.302(a)(4)	See the ADMINISTERED BY block on the face page of the order
FAR 42.302(a)(4)	See the ADMINISTERED BY block on the face page of the order

(c) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil//index.html>.

**PGI Payment Clause PGI 204-7108(d) (12)**

Payment needs to be based on projects not funding and/or ACRNs. Tracking by ACRN, the customer loses the visibility to the project which is needed due to multiple sponsors, DFAR clauses 252.204-001 thru 011 cannot be applied, therefore use 012 and pay from the ACRN cited on the invoice. Contractor is advised on what ACRNs to cite on the invoice.

**HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)**

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 43 of 103	FINAL
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Accounting Data

SLINID	PR Number	Amount
700001	1300463074	
LLA :		
AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002600712		
CIN: 130046307400001		
700002	1300463074	
LLA :		
AB 97X4930 NH2A 252 77777 0 050120 2F 000000 A10002600712		
CIN: 130046307400002		
700003	1300463074	
LLA :		
AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002600712		
Standard Number: CIN: 130046307400003		
PMA 274 RDTE MS		
700004	1300463074	
LLA :		
AD 97X4930 NH2A 252 77777 0 050120 2F 000000 A30002600712		
CIN: 130046307400004		
700005	1300463074	
LLA :		
AE 97X4930 NH2A 252 77777 0 050120 2F 000000 A40002600712		
CIN: 130046307400005		
700006	1300463074	
LLA :		
AF 97X4930 NH2A 252 77777 0 050120 2F 000000 A50002600712		
CIN: 130046307400006		
700007	1300463074	
LLA :		
AG 97X4930 NH2A 252 77777 0 050120 2F 000000 A60002600712		
CIN: 130046307400007		
700008	1300463074	
LLA :		
AH 97X4930 NH2A 252 77777 0 050120 2F 000000 A70002600712		
CIN: 130046307400008		
700009	1300463074	
LLA :		
AJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A80002600712		
CIN: 130046307400009		
900001	1300463074	
LLA :		
AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002600712		
CIN: 130046307400001		
900002	1300463074	
LLA :		
AF 97X4930 NH2A 252 77777 0 050120 2F 000000 A50002600712		
CIN: 130046307400006		
900003	1300463074	
LLA :		
AG 97X4930 NH2A 252 77777 0 050120 2F 000000 A60002600712		
CIN: 130046307400007		
900004	1300463074	
LLA :		
AH 97X4930 NH2A 252 77777 0 050120 2F 000000 A70002600712		
CIN: 130046307400008		
900201	1300463074	
LLA :		

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7733	N00178-14-D-7733-M801	27	44 of 103	

AF 97X4930 NH2A 252 77777 0 050120 2F 000000 A50002600712  
CIN: 130046307400006

900202 1300463074  
LLA :  
AH 97X4930 NH2A 252 77777 0 050120 2F 000000 A70002600712  
CIN: 130046307400008

MOD 01

700010 1300463074-0001  
LLA :  
AK 97X4930 NH2A 252 77777 0 050120 2F 000000 A90002600712  
Standard Number: 130046307400010  
PMA 274 APN5 H60 CUP

700011 1300463074-0001  
LLA :  
AL 97X4930 NH2A 252 77777 0 050120 2F 000000 B00002600712  
Standard Number: 130046307400011  
PMA 274 APN5 OMP

900005 1300463074-0001  
LLA :  
AK 97X4930 NH2A 252 77777 0 050120 2F 000000 A90002600712  
Standard Number: CIN 130046307400010  
PMA 274 APN5 H60 CUP

900101 1300463074-0001  
LLA :  
AK 97X4930 NH2A 252 77777 0 050120 2F 000000 A90002600712  
Standard Number: CIN 130046307400010  
PMA 274 APN5 H60 CUP

900102 1300463074-0001  
LLA :  
AL 97X4930 NH2A 252 77777 0 050120 2F 000000 B00002600712  
Standard Number: 130046307400011  
PMA 274 APN5 OMP

900203 1300463074-0001  
LLA :  
AK 97X4930 NH2A 252 77777 0 050120 2F 000000 A90002600712  
Standard Number: CIN 130046307400010  
PMA 274 APN5 H60 CUP

900204 1300463074-0001  
LLA :  
AL 97X4930 NH2A 252 77777 0 050120 2F 000000 B00002600712  
Standard Number: CIN 130046307400011  
PMA 274 APN5 OMP

MOD 02

700012 1300459288  
LLA :  
AN 1751804 4A4N 251 00019 0 050120 2D 000000 A00002562320  
Standard Number: CIN: 130045928800001  
PMA261 PRE (FRA)

700013 1300470414  
LLA :  
AQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002662566  
Standard Number: CIN: 130047041400001

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7733	N00178-14-D-7733-M801	27	45 of 103	

4.5.1 CONTRACT SUPPORT

700014 1300470414  
 LLA :  
 AR 97X4930 NH2A 252 77777 0 050120 2F 000000 A10002662566  
 Standard Number: CIN: 130047041400002  
 4.5.4 CONTRACT SUPPORT

700015 1300470414  
 LLA :  
 AS 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002662566  
 Standard Number: CIN: 130047041400003  
 4.5 CONTRACT SUPPORT

700016 1300463074-0003  
 LLA :  
 AG 97X4930 NH2A 252 77777 0 050120 2F 000000 A60002600712  
 Standard Number: CIN: 130046307400014  
 PMA 274 RDT&E IN-SERVICE

900006 1300463074-0002  
 LLA :  
 AL 97X4930 NH2A 252 77777 0 050120 2F 000000 B00002600712  
 Standard Number: CIN: 130046307400013  
 PMA274 APN5 OMP

900007 1300463074-0003  
 LLA :  
 AL 97X4930 NH2A 252 77777 0 050120 2F 000000 B00002600712  
 Standard Number: CIN: 130046307400015  
 PMA 274 APN5 OMP

900008 1300463074-0003  
 LLA :  
 AF 97X4930 NH2A 252 77777 0 050120 2F 000000 A50002600712  
 Standard Number: CIN: 130046307400016  
 PMA274 APN5 TRAINER CONVERSION

900009 1300463074-0003  
 LLA :  
 AH 97X4930 NH2A 252 77777 0 050120 2F 000000 A70002600712  
 Standard Number: CIN: 130046307400017  
 PMA274 APN5 SEP

900103 1300459288  
 LLA :  
 AP 1751804 4A4N 251 00019 0 050120 2D 000000 A10002562320  
 Standard Number: CIN: 130045928800002  
 PMA261 PRE (SIT)

900104 1300463074-0002  
 LLA :  
 AE 97X4930 NH2A 252 77777 0 050120 2F 000000 A40002600712  
 Standard Number: CIN: 130046307400012  
 PMA274 APN5 H3 CUP

MOD 03

700017 1300477138-0004  
 LLA :  
 AT 1751506 45CX 251 00019 0 050120 2D 000000 A00002718666  
 Standard Number: 130047713800001  
 CNS/ATM

700018 1300463074-0004  
 LLA :  
 AA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002600712  
 Standard Number: CIN: 130046307400018

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7733	N00178-14-D-7733-M801	27	46 of 103	

PMA 274 OMN PRE

700019 1300463074-0004  
 LLA :  
 AB 97X4930 NH2A 252 77777 0 050120 2F 000000 A10002600712  
 Standard Number: CIN: 130046307400019  
 PMA 274 OMN PRE

700020 1300463074-0004  
 LLA :  
 AE 97X4930 NH2A 252 77777 0 050120 2F 000000 A40002600712  
 Standard Number: CIN:130046307400020  
 PMA 274 APN5 H3 CUP

700021 1300463074-0004  
 LLA :  
 AG 97X4930 NH2A 252 77777 0 050120 2F 000000 A60002600712  
 Standard Number: CIN: 130046307400021  
 PMA 274 RDT&E IN-SERVICE

MOD 04

700003 1300463074  
 LLA :  
 AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002600712  
 Standard Number: CIN: 130046307400003  
 PMA 274 RDTE MS

700004 1300463074  
 LLA :  
 AD 97X4930 NH2A 252 77777 0 050120 2F 000000 A30002600712  
 CIN: 130046307400004

700022 1300463074  
 LLA :  
 AU 97X4930 NH2A 252 77777 0 050120 2F 000000 B10002600712  
 Standard Number: CIN 130046307400022  
 PMA 274 APN5 H3 CUP

700023 1300459288  
 LLA :  
 AN 1751804 4A4N 251 00019 0 050120 2D 000000 A00002562320  
 Standard Number: CIN 130045928800003  
 PMA261 PRE (FRA)

900010 1300463074  
 LLA :  
 AD 97X4930 NH2A 252 77777 0 050120 2F 000000 A30002600712  
 Standard Number: CIN 130046307400025  
 PMA274 RDT&E SE

900105 1300463074  
 LLA :  
 AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002600712  
 Standard Number: CIN 130046307400024  
 PMA 274 RDT&E MS

MOD 05

700003 1300463074  
 LLA :  
 AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002600712  
 Standard Number: CIN: 130046307400003  
 PMA 274 RDTE MS



CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7733	N00178-14-D-7733-M801	27	47 of 103	

MOD 06

700024 1300463074-0007  
 LLA :  
 AU 97X4930 NH2A 252 77777 0 050120 2F 000000 B10002600712  
 Standard Number: CIN 130046307400027  
 PMA274 APN5 H3 CUP

MOD 07

700025 1300517597  
 LLA :  
 AV 97X4930 NH2A 77777 0 050120 2F 000000 A00003002074  
 Standard Number: CIN 130051759700001  
 4.5.18 LABOR SUPPORT

700026 1300470414-0001  
 LLA :  
 AQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002662566  
 Standard Number: CIN 130047041400004  
 4.5.1 CONTRACT SUPPORT

900011 1300477138-0001  
 LLA :  
 AT 1751506 45CX 251 00019 0 050120 2D 000000 A00002718666  
 Standard Number: CIN 130047713800008  
 CNS/ATM

900106 1300477138-0001  
 LLA :  
 AW 1751506 45CX 260 00019 0 050120 2D 000000 A00002718666  
 Standard Number: CIN 130047713800002  
 APEX LICENSE

900107 1300477138-0001  
 LLA :  
 AW 1751506 45CX 260 00019 0 050120 2D 000000 A00002718666  
 Standard Number: CIN 130047713800003  
 LYNX OS

900108 1300477138-0001  
 LLA :  
 AW 1751506 45CX 260 00019 0 050120 2D 000000 A00002718666  
 Standard Number: CIN 130047713800004  
 DOORS LICENSE

900109 1300477138-0001  
 LLA :  
 AW 1751506 45CX 260 00019 0 050120 2D 000000 A00002718666  
 Standard Number: CIN 130047713800005  
 ARINC/1553 PCI INTERFACE

900110 1300477138-0001  
 LLA :  
 AW 1751506 45CX 260 00019 0 050120 2D 000000 A00002718666  
 Standard Number: CIN 130047713800006  
 MH53E SSA BENCH

900111 1300477138-0001  
 LLA :  
 AW 1751506 45CX 260 00019 0 050120 2D 000000 A00002718666  
 Standard Number: CIN 130047713800007  
 ADA/RGW/RSP LICENSE

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7733	N00178-14-D-7733-M801	27	48 of 103	

MOD 09

700003 1300463074  
 LLA :  
 AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002600712  
 Standard Number: CIN: 130046307400003  
 PMA 274 RDTE MS

700013 1300470414  
 LLA :  
 AQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002662566  
 Standard Number: CIN: 130047041400001  
 4.5.1 CONTRACT SUPPORT

700024 1300463074-0007  
 LLA :  
 AU 97X4930 NH2A 252 77777 0 050120 2F 000000 B10002600712  
 Standard Number: CIN 130046307400027  
 PMA274 APN5 H3 CUP

700026 1300470414-0001  
 LLA :  
 AQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00002662566  
 Standard Number: CIN 130047041400004  
 4.5.1 CONTRACT SUPPORT

900101 1300463074-0001  
 LLA :  
 AK 97X4930 NH2A 252 77777 0 050120 2F 000000 A90002600712  
 Standard Number: CIN 130046307400010  
 PMA 274 APN5 H60 CUP

900105 1300463074  
 LLA :  
 AC 97X4930 NH2A 252 77777 0 050120 2F 000000 A20002600712  
 Standard Number: CIN 130046307400024  
 PMA 274 RDT&E MS

900112 1300463074  
 LLA :  
 AU 97X4930 NH2A 252 77777 0 050120 2F 000000 B10002600712  
 Standard Number: CIN 130046307400031  
 PMA274 APN5 H3 CUP

900113 1300463074  
 LLA :  
 AH 97X4930 NH2A 252 77777 0 050120 2F 000000 A70002600712  
 Standard Number: CIN 130046307400035  
 PMA 274 APN5 SEP

900114 1300463074  
 LLA :  
 AF 97X4930 NH2A 252 77777 0 050120 2F 000000 A50002600712  
 Standard Number: CIN 130046307400037  
 PMA 274 APN5 TRAINER

900201 1300463074  
 LLA :  
 AF 97X4930 NH2A 252 77777 0 050120 2F 000000 A50002600712  
 CIN: 130046307400006

900202 1300463074  
 LLA :  
 AH 97X4930 NH2A 252 77777 0 050120 2F 000000 A70002600712

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7733	N00178-14-D-7733-M801	27	49 of 103	

CIN: 130046307400008

900203 1300463074-0001

LLA :

AK 97X4930 NH2A 252 77777 0 050120 2F 000000 A90002600712

Standard Number: CIN 130046307400010

PMA 274 APN5 H60 CUP

MOD 10

710001 1300536471

LLA :

AX 1761506 45CX 251 00019 0 050120 2D 000000 A00003164646

Standard Number: CIN 130053647100001

CNS ATM

710002 1300532398

LLA :

BM 1761804 4A4N 251 00019 0 050120 2D 000000 A00003126093

Standard Number: CIN 130053239800001

PMA 261 PRE (FRA)

710003 1300535657

LLA :

BA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00003158382

Standard Number: CIN 130053565700001

PMA 274 OMN PRE FRA

710004 1300535657

LLA :

BB 97X4930 NH2A 252 77777 0 050120 2F 000000 A10003158382

Standard Number: CIN 130053565700002

PMA 274 OMN PRE SIT

710005 1300535657

LLA :

BC 97X4930 NH2A 252 77777 0 050120 2F 000000 A20003158382

Standard Number: CIN 130053565700003

PMA 274 RDT&E VH-92 SSA

710006 1300535657

LLA :

BD 97X4930 NH2A 252 77777 0 050120 2F 000000 A30003158382

Standard Number: CIN 130053565700004

PMA 274 RDT&E VH-92 FCA

710007 1300535657

LLA :

BE 97X4930 NH2A 252 77777 0 050120 2F 000000 A40003158382

Standard Number: CIN 130053565700005

PMA 274 APN5 H60 CUP

710008 1300535657

LLA :

BF 97X4930 NH2A 252 77777 0 050120 2F 000000 A50003158382

Standard Number: CIN 130053565700006

PMA 274 APN5 TRAINER CONVERSION

710009 1300535657

LLA :

BG 97X4930 NH2A 252 77777 0 050120 2F 000000 A60003158382

Standard Number: CIN 130053565700007

PMA 274 APN5 H3 CUP

710010 1300535657

LLA :

BH 97X4930 NH2A 252 77777 0 050120 2F 000000 A70003158382

Standard Number: CIN 130053565700008

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 50 of 103	FINAL
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PMA 274 APN5 CSU

710011 1300535657

LLA :

BJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A80003158382  
Standard Number: CIN 130053565700009

PMA 274 APN5 OMP

710012 1300535657

LLA :

BK 97X4930 NH2A 252 77777 0 050120 2F 000000 A90003158382  
Standard Number: CIN 130053565700010

PMA 274 APN5 SEP

710013 1300535657

LLA :

BL 97X4930 NH2A 252 77777 0 050120 2F 000000 B00003158382  
Standard Number: CIN 130053565700011

PMA274 APN5 H3 CUP TEST

910001 1300536471

LLA :

AX 1761506 45CX 251 00019 0 050120 2D 000000 A00003164646  
Standard Number: CIN 130053647100002

CNS ATM

910002 1300535657

LLA :

BA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00003158382  
Standard Number: CIN 130053565700001

PMA 274 OMN PRE FRA

910003 1300535657

LLA :

BD 97X4930 NH2A 252 77777 0 050120 2F 000000 A30003158382  
Standard Number: CIN 130053565700004

PMA 274 RDT&E VH-92 FCA

910004 1300535657

LLA :

BH 97X4930 NH2A 252 77777 0 050120 2F 000000 A70003158382  
Standard Number: CIN 130053565700008

PMA 274 APN5 CSU

910005 1300535657

LLA :

BJ 97X4930 NH2A 252 77777 0 050120 2F 000000 A80003158382  
Standard Number: CIN 130053565700009

PMA 274 APN5 OMP

910101 1300536471

LLA :

AX 1761506 45CX 251 00019 0 050120 2D 000000 A00003164646  
Standard Number: CIN 130053647100003

CNS ATM

910102 1300532398

LLA :

AZ 1761804 4A4N 251 00019 0 050120 2D 000000 A10003126093  
Standard Number: CIN 130053239800002

PMA 261 PRE (SIT)

MOD 11

710014 1300535657

LLA :

BA 97X4930 NH2A 252 77777 0 050120 2F 000000 A00003158382  
Standard Number: CIN 130053565700012

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7733	N00178-14-D-7733-M801	27	51 of 103	

PMA 274 OMN PRE FRA

710015 1300535657

LLA :

BB 97X4930 NH2A 252 77777 0 050120 2F 000000 A10003158382

Standard Number: CIN 130053565700013

PMA 274 OMN PRE SIT

710016 1300543698

LLA :

BN 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003227262

Standard Number: CIN 130054369800001

4.5 MANAGEMENT SUPPORT

710017 1300543698

LLA :

BP 97X4930 NH2A 251 77777 0 050120 2F 000000 A10003227262

Standard Number: CIN 130054369800002

4.5.1 MANAGEMENT SUPPORT

710018 1300543698

LLA :

BN 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003227262

Standard Number: CIN 130054369800003

4.5.1 MANAGEMENT SUPPORT

710019 1300543698

LLA :

BQ 97X4930 NH2A 251 77777 0 050120 2F 000000 A30003227262

Standard Number: CIN 130054369800004

4.5.3 MANAGEMENT SUPPORT

710020 1300543698

LLA :

BR 97X4930 NH2A 251 77777 0 050120 2F 000000 A20003227262

Standard Number: CIN 130054369800005

4.5.18 MANAGEMENT SUPPORT

MOD 12

710021 1300532398-0001

LLA :

BM 1761804 4A4N 251 00019 0 050120 2D 000000 A00003126093

Standard Number: CIN 130053239800003

PMA 261 PRE (FRA)

710022 1300549780

LLA :

BS 1761506 U5CZ 251 00019 0 050120 2D 000000 A00003275307

Standard Number: CIN 130054978000001

FY16 APN 5 H60 CUP

710023 1300549780

LLA :

BT 1761506 U5CZ 251 00019 0 050120 2D 000000 A20003275307

Standard Number: CIN 130054978000003

FY16 APN5 H3 CUP

710024 1300549780

LLA :

BU 1761506 U5CZ 251 00019 0 050120 2D 000000 A30003275307

Standard Number: CIN 130054978000004

FY16 APN5 CSU

710025 1300549780

LLA :

BV 1761506 U5CZ 251 00019 0 050120 2D 000000 A40003275307

Standard Number: CIN 130054978000005

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7733	N00178-14-D-7733-M801	27	52 of 103	

FY16 APN5 SEP

710026 1300549780

LLA :

BW 1761506 U5CZ 251 00019 0 050120 2D 000000 A50003275307  
Standard Number: CIN 130054978000006

FY16 APN5 OMP

710027 1300549780

LLA :

BX 1761506 U5CZ 251 00019 0 050120 2D 000000 A60003275307  
Standard Number: CIN 130054978000007

FY16 APN5 TRAINER CONVERSION

710028 1300536471-0001

LLA :

AX 1761506 45CX 251 00019 0 050120 2D 000000 A00003164646  
Standard Number: CIN 130053647100005

MH-53E

910006 1300549780

LLA :

BV 1761506 U5CZ 251 00019 0 050120 2D 000000 A40003275307  
Standard Number: CIN 130054978000005

FY16 APN5 SEP

910007 1300549780

LLA :

BW 1761506 U5CZ 251 00019 0 050120 2D 000000 A50003275307  
Standard Number: CIN 130054978000006

FY16 APN5 OMP

910103 1300549780

LLA :

BT 1761506 U5CZ 251 00019 0 050120 2D 000000 A20003275307  
Standard Number: CIN 130054978000003

FY16 APN5 H3 CUP

910104 1300536471-0001

LLA :

AX 1761506 45CX 251 00019 0 050120 2D 000000 A00003164646  
Standard Number: CIN 130053647100006

MH-53E

MOD 13

700025 1300517597

LLA :

AV 97X4930 NH2A 255 77777 0 050120 2F 000000 A00003002074  
Standard Number: CIN 130051759700001

4.5.18 LABOR SUPPORT

710029 1300535657-0003

LLA :

BY 97X4930 NH2A 251 77777 0 050120 2F 000000 B00003158382  
Standard Number: CIN 130053565700015

PMA274 APN5 H3 CUP TEST

710030 1300535657-0002

LLA :

BZ 97X4930 NH2A 251 77777 0 050120 2F 000000 A20003158382  
Standard Number: CIN 130053565700014

PMA 274 RDT&E VH-92A SSA

710031 1300560376

LLA :

CA 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003356271  
Standard Number: CIN 1300560376

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7733	N00178-14-D-7733-M801	27	53 of 103	

E-2D MODE 5 SUPPORT

710032 1300556977

LLA :

CB 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003332243

Standard Number: 130055697700001

4.5.1 MANAGEMENT SUPPORT

710033 1300554382

LLA :

CC 1761804 4A4N 251 00019 0 050120 2D 000000 A00003312324

Standard Number: CIN 130055438200001

FY16 OMN PRE FRA

710034 1300554382

LLA :

CD 1761804 4A4N 251 00019 0 050120 2D 000000 A10003312324

Standard Number: CIN 130055438200002

FY 16 OMN PRE SIT

910008 1300560376

LLA :

CA 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003356271

Standard Number: CIN 130056037600001

E-2D MODE 5 SUPPORT

910105 1300535657-0002

LLA :

BZ 97X4930 NH2A 251 77777 0 050120 2F 000000 A20003158382

Standard Number: CIN 130053565700014

PMA 274 RDT&E VH-92A SSA

910106 1300554382

LLA :

CC 1761804 4A4N 251 00019 0 050120 2D 000000 A00003312324

Standard Number: CIN 130055438200001

FY16 OMN PRE FRA

MOD 14

710035 1300543698-0001

LLA :

BN 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003227262

Standard Number: CIN 130054369800006

4.5 Management Support

710036 1300543698-0001

LLA :

CE 97X4930 NH2A 251 77777 0 050120 2F 000000 A40003227262

Standard Number: CIN 130054369800008

4.5.18 MANAGEMENT SUPPORT

710037 1300543698-0001

LLA :

CF 97X4930 NH2A 251 77777 0 050120 2F 000000 A50003227262

Standard Number: CIN 130054369800009

4.5.3 MANAGEMENT SUPPORT

710038 1300572581

LLA :

CH 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003453145

Standard Number: CIN 130057258100001

4.5.3 MANAGEMENT SUPPORT

900106 1300477138-0001

LLA :

AW 1751506 45CX 260 00019 0 050120 2D 000000 A00002718666

Standard Number: CIN 130047713800002

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7733	N00178-14-D-7733-M801	27	54 of 103	

APEX LICENSE

900107 1300477138-0001  
 LLA :  
 AW 1751506 45CX 260 00019 0 050120 2D 000000 A00002718666  
 Standard Number: CIN 130047713800003  
 LYNX OS

900108 1300477138-0001  
 LLA :  
 AW 1751506 45CX 260 00019 0 050120 2D 000000 A00002718666  
 Standard Number: CIN 130047713800004  
 DOORS LICENSE

900109 1300477138-0001  
 LLA :  
 AW 1751506 45CX 260 00019 0 050120 2D 000000 A00002718666  
 Standard Number: CIN 130047713800005  
 ARINC/1553 PCI INTERFACE

900110 1300477138-0001  
 LLA :  
 AW 1751506 45CX 260 00019 0 050120 2D 000000 A00002718666  
 Standard Number: CIN 130047713800006  
 MH53E SSA BENCH

900111 1300477138-0001  
 LLA :  
 AW 1751506 45CX 260 00019 0 050120 2D 000000 A00002718666  
 Standard Number: CIN 130047713800007  
 ADA/RGW/RSP LICENSE

910107 1300569290  
 LLA :  
 CG 1761804 4A4N 251 00019 0 050120 2D 000000 A00003426940  
 Standard Number: CIN 130056929000001  
 FY 16 PRL VH (MTL)

MOD 15

710039 1300543698-0002  
 LLA :  
 BR 97X4930 NH2A 251 77777 0 050120 2F 000000 A20003227262  
 Standard Number: CIN 130054369800010  
 4.5.18 MANAGEMENT SUPPORT

MOD 16

700017 1300477138-0004  
 LLA :  
 AT 1751506 45CX 251 00019 0 050120 2D 000000 A00002718666  
 Standard Number: 130047713800001  
 CNS/ATM

710040 1300543698-0003  
 LLA :  
 CE 97X4930 NH2A 251 77777 0 050120 2F 000000 A40003227262  
 Standard Number: CIN: 130054369800011  
 4.5.18 MANAGEMENT SUPPORT

910003 1300535657  
 LLA :  
 BD 97X4930 NH2A 252 77777 0 050120 2F 000000 A30003158382  
 Standard Number: CIN 130053565700004



CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 55 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

PMA 274 RDT&E VH-92 FCA

910009 1300535657-0005

LLA :  
CL 97X4930 NH2A 251 77777 0 050120 2F 000000 A80003158382  
Standard Number: CIN: 130053565700020  
PMA274 APN5 OMP

910108 1300535657-0004

LLA :  
CJ 97X4930 NH2A 251 77777 0 050120 2F 000000 B10003158382  
Standard Number: CIN: 130053565700016  
PMA 274 OMN PRE PJM

910109 1300535657-0004

LLA :  
BZ 97X4930 NH2A 251 77777 0 050120 2F 000000 A20003158382  
Standard Number: CIN: 130053565700017  
PMA 274 RDT&E VH-92A FCA

910110 1300535657-0004

LLA :  
CK 97X4930 NH2A 251 77777 0 050120 2F 000000 A30003158382  
Standard Number: CIN: 130053565700019  
PMA 274 RDT&E VH-92A SSA

MOD 17

710001 1300536471

LLA :  
AX 1761506 45CX 251 00019 0 050120 2D 000000 A00003164646  
Standard Number: CIN 130053647100001  
CNS ATM

710041 1300592918

LLA :  
CM 1761506 Y5CS 310 00019 0 050120 2D 000000 A00003586774  
Standard Number: CIN 130059291800001  
PMA-213 CH53 AKITS

910101 1300536471

LLA :  
AX 1761506 45CX 251 00019 0 050120 2D 000000 A00003164646  
Standard Number: CIN 130053647100003  
CNS ATM

910111 1300592918

LLA :  
CM 1761506 Y5CS 310 00019 0 050120 2D 000000 A00003586774  
Standard Number: CIN 130059291800002  
PMA-213 CH53 AKITS

MOD 18

710042 1300602517

LLA :  
CN 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003657265  
Standard Number: CIN 130060251700001  
PMA 209

910112 1300602517

LLA :  
CN 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003657265  
Standard Number: CIN 130060251700002

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7733	N00178-14-D-7733-M801	27	56 of 103	

PMA 209

MOD 19

710043 1300606146-0001  
 LLA :  
 CQ 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003695142  
 Standard Number: 130060614600001  
 4.5 ADMIN SUPPORT

710044 1300606146-0001  
 LLA :  
 CR 97X4930 NH2A 251 77777 0 050120 2F 000000 A10003695142  
 Standard Number: CIN: 130060614600002  
 4.5.1 ADMIN SUPPORT

710045 1300606146-0001  
 LLA :  
 CS 97X4930 NH2A 251 77777 0 050120 2F 000000 A20003695142  
 Standard Number: CIN: 130060614600003  
 4.5.18 ADMIN SUPPORT

910010 1300560376-0001  
 LLA :  
 CA 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003356271  
 Standard Number: CIN: 130056037600002  
 E-2D MODE 5 SUPPORT

910113 1300603422  
 LLA :  
 CP 1761319 U5VT 255 00019 0 050120 2D 000000 A00003667151  
 Standard Number: CIN: 130060342200001  
 PMA 261 (BFT-2)

MOD 20

720002 1300603767-0001  
 LLA :  
 CV 1771804 4A4N 251 00019 0 050120 2D 000000 A00003673381  
 Standard Number: CIN: 130060376700001  
 PMA261 PRE (FRA)

720003 1300535657-0007  
 LLA :  
 CX 97X4930 NH2A 251 77777 0 050120 2F 000000 B20003158382  
 Standard Number: CIN: 130053565700022  
 PMA 274 OMN PRE FRA

720004 1300535657-0007  
 LLA :  
 CY 97X4930 NH2A 251 77777 0 050120 2F 000000 B30003158382  
 Standard Number: CIN: 130053565700023  
 PMA274 OMN PRE SIT

720005 1300535657-0007  
 LLA :  
 CZ 97X4930 NH2A 251 77777 0 050120 2F 000000 B40003158382  
 Standard Number: CIN: 130053565700024  
 PMA274 RDT&E VH-92 SSA

720006 1300535657-0007  
 LLA :  
 DA 97X4930 NH2A 251 77777 0 050120 2F 000000 B50003158382  
 Standard Number: CIN: 130053565700025

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-14-D-7733	N00178-14-D-7733-M801	27	57 of 103	

PMA 274 RDT&E VH-92 FCA

720007 1300535657-0007

LLA :

DB 97X4930 NH2A 251 77777 0 050120 2F 000000 B60003158382  
Standard Number: CIN: 130053565700026

PMA 274 APN5 H3 CUP

720008 1300535657-0007

LLA :

DC 97X4930 NH2A 251 77777 0 050120 2F 000000 B70003158382  
Standard Number: CIN: 130053565700027

PMA 274 APN5 CSU

720009 1300535657-0007

LLA :

DD 97X4930 NH2A 251 77777 0 050120 2F 000000 B80003158382  
Standard Number: CIN: 130053565700028

PMA 274 APN5 SEP

720010 1300535657-0007

LLA :

DE 97X4930 NH2A 251 77777 0 050120 2F 000000 B90003158382  
Standard Number: CIN: 130053565700029

PMA 274 APN5 OMP

920001 1300535657-0007

LLA :

DE 97X4930 NH2A 251 77777 0 050120 2F 000000 B90003158382  
Standard Number: CIN: 130053565700029

PMA 274 APN5 OMP

920101 1300607549

LLA :

CU 1761319 U5KV 310 00019 0 050120 2D 000000 A00003708402  
Standard Number: CIN: 130060754900001

FY16 VH-92A AVIONICS

920102 1300603767-0001

LLA :

CW 1771804 4A4N 251 00019 0 050120 2D 000000 A10003673381  
Standard Number: CIN: 130060376700002

PMA261 PRE (SIT)

920103 1300535657-0007

LLA :

CX 97X4930 NH2A 251 77777 0 050120 2F 000000 B20003158382  
Standard Number: CIN: 130053565700022

PMA 274 OMN PRE FRA

MOD 21

720011 1300611632

LLA :

DF 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003738091  
Standard Number: CIN: 130061163200001

4.5 MANAGEMENT SUPPORT

720012 1300611632

LLA :

DG 97X4930 NH2A 251 77777 0 050120 2F 000000 A10003738091  
Standard Number: CIN: 130061163200002

4.5.1 MANAGEMENT SUPPORT

720013 1300611632

LLA :

DH 97X4930 NH2A 251 77777 0 050120 2F 000000 A20003738091  
Standard Number: CIN: 130061163200003

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 58 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

4.5.3 MANAGEMENT SUPPORT

720014 1300611632  
 LLA :  
 DJ 97X4930 NH2A 251 77777 0 050120 2F 000000 A30003738091  
 Standard Number: CIN: 130061163200004  
 4.5.18 MANAGEMENT SUPPORT

720015 1300611632  
 LLA :  
 DK 97X4930 NH2A 251 77777 0 050120 2F 000000 A40003738091  
 Standard Number: CIN: 130061163200005  
 4.5.18 MANAGEMENT SUPPORT

720016 1300605955  
 LLA :  
 DL 1771506 45CX 251 00019 0 050120 2D 000000 A00003693428  
 Standard Number: CIN: 130060595500001  
 CNS/ATM MH-53E APN

MOD 22

920104 1300535657-0008  
 LLA :  
 DM 97X4930 NH2A 251 77777 0 050120 2F 000000 C00003158382  
 Standard Number: CIN: 130053565700030  
 PMA 274 RDT&E TEST SIL

MOD 23

720017 1300605955-0001  
 LLA :  
 DL 1771506 45CX 251 00019 0 050120 2D 000000 A00003693428  
 Standard Number: 130060595500002  
 CNS/ATM MH-53E APN

720018 1300535657-0009  
 LLA :  
 CX 97X4930 NH2A 251 77777 0 050120 2F 000000 B20003158382  
 Standard Number: CIN: 130053565700031  
 PMA274 OMN PRE FRA

720019 1300535657-0009  
 LLA :  
 DB 97X4930 NH2A 251 77777 0 050120 2F 000000 B60003158382  
 Standard Number: CIN: 130053565700032  
 PMA274 APN5 H3 CUP

720020 1300535657-0009  
 LLA :  
 DC 97X4930 NH2A 251 77777 0 050120 2F 000000 B70003158382  
 Standard Number: CIN: 130053565700033  
 PMA274 APN5 CSU

720021 1300535657-0009  
 LLA :  
 DD 97X4930 NH2A 251 77777 0 050120 2F 000000 B80003158382  
 Standard Number: CIN: 130053565700034  
 PMA274 APN5 SEP

720022 1300535657-0009  
 LLA :  
 DE 97X4930 NH2A 251 77777 0 050120 2F 000000 B90003158382  
 Standard Number: CIN: 130053565700035

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 59 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

PMA 274 APN5 OMP

720023 1300621190

LLA :

DN 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003814820  
Standard Number: CIN: 130062119000001

E-2D IFF ENG SUPPORT

920002 1300535657-0009

LLA :

DE 97X4930 NH2A 251 77777 0 050120 2F 000000 B90003158382  
Standard Number: CIN: 130053565700035

PMA274 APN5 OMP

920003 1300621190

LLA :

DN 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003814820  
Standard Number: CIN: 130062119000001

E-2D IFF ENG SUPPORT

MOD 24

720024 1300535657-0010

LLA :

CX 97X4930 NH2A 251 77777 0 050120 2F 000000 B20003158382  
Standard Number: CIN: 130053565700036

PMA274 OMN PRE FRA

720025 1300535657-0010

LLA :

CY 97X4930 NH2A 251 77777 0 050120 2F 000000 B30003158382  
Standard Number: CIN: 130053565700037

PMA 274 OMN PRE SIT

720026 1300621460

LLA :

DP 1771506 Y5CS 251 00019 0 050120 2D 000000 A00003817059  
Standard Number: CIN: 130062146000001

PMA213 CH53E A-KITS

920105 1300621460

LLA :

DQ 1771506 Y5CS 310 00019 0 050120 2D 000000 A00003817059  
Standard Number: CIN: 130062146000002

PMA213 CH53E A-KITS

MOD 25

720027 1300633679

LLA :

DR 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003918465  
Standard Number: CIN: 130063367900001

4.5.1 CBP TASK

MOD 26

720028 1300628416

LLA :

DS 1771506 45CX 251 00019 0 050120 2D 000000 A00003879205  
Standard Number: CIN: 130062841600001

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 60 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

CNS ATM MH-60R

MOD 27

720029 1300636191

LLA :

DT 97X4930 NH2A 251 77777 0 050120 2F 000000 A00003939198

Standard Number: CIN: 130063619100001

4.5.3 MANAGEMENT SUPPORT

720030 1300603767-0002

LLA :

CV 1771804 4A4N 251 00019 0 050120 2D 000000 A00003673381

Standard Number: CIN 130060376700004

PMA261 PRE (FRA)

920106 1300625173

LLA :

DU 1771506 U5BK 310 00019 0 050120 2D 000000 A00003845924

Standard Number: CIN 130062517300001

Material

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 61 of 103	FINAL
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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

Note: All provisions and clauses of Section H of the Basic Seaport-e Multiple Award Contract apply to this task order, unless otherwise specified in this task order, in addition to the following:

### **TASK ORDER H-1 OPTION TO INCREASE CAPACITY WITHIN PERIOD OF PERFORMANCE (February 2011) (AIR-2.5.1)**

(a) The task order includes an option associated with each period of performance for an increase in capacity not to exceed ten percent (10%) of the total dollars of the Labor and ODC CLINs within the respective term. This option may be exercised at the Government's discretion, if the Government determines a need for an increase in the level of effort, to be provided by the contractor, due to increased in-scope program requirements.

(b) The use of this option does not provide an extension to the length of time of the current term, nor shall the entire task order exceed 42 months in duration.

(c) The Government may exercise an option for increased capacity within the period of performance without obligation to exercise succeeding year option(s).

(d) The exercise of an option for increased capacity within the period of performance may be accomplished anytime during the task order performance, but not later than thirty (30) calendar days prior to the expiration of the task order.

(e) The Government will be required to give the contractor a preliminary written notice of its intent to exercise the option for increased capacity within the period of performance. The contractor shall be required to use the same hourly rates or Department of Labor hourly rates established for the current term.

(f) An increased capacity option CLIN cannot exceed 10% of the CLIN it supports during the current term. If the contractor anticipates acceleration of effort greater than 10% during the current term, the contractor shall provide notice in accordance with clause SEA 5252.216-9122 "Level of Effort (Dec 2000)" of the task order.

### **TASK ORDER H-2, GOVERNMENT FURNISHED INFORMATION**

The Government will deliver, to the Contractor, the following Government Furnished Information (GFI):

VH-60N P3I Software Development Plan  
VH-60N P3I System/Segment Specification  
VH-60N P3I Software Requirements Specification  
VH-60N P3I Interface Description Document  
VH-60N P3I Architecture Diagram  
VH-60N P3I Data Cartridge Specification

Title to GFI will remain in the Government. The Contractor is authorized to use the GFI only in connection with this contract. The Contractor shall not, without the express written permission of the party whose name appears on the GFI, release or disclose such data or software to any authorized person. Access to GFI shall be strictly controlled in accordance with the security requirements of this contract. Written notification shall be submitted to the Contracting Officer in the event the contractor determines or has a reason to believe unauthorized release or disclosure of the GFI has occurred. Upon completing this contract, the Contractor shall follow the written instructions of the Contracting Officer regarding the disposition of all identified GFI.





































CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 78 of 103	FINAL
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and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation—

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver.

(1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall—

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Subcontract flowdown*. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (*i.e.*, instead of performance only by a self-employed individual).

**52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Oct 2010)**



CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 79 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR [15.403-4](#) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If—

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include—

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in [Table 15-2](#) of FAR [15.408](#), which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in [Table 15-2](#) are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR [15.406-2](#).

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 80 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

### **52.216-1 -- Type of Contract (Apr 1984)**

The Government contemplates award of a Cost Plus Fixed Fee task order under the Seaport multiple award contract resulting from this solicitation.

### **52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor on or before the expiration of the task order's period of performance.

### **09RA 52.217-9 -- Option to Extend the Term of the Contract. (Mar 2008)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 42 months.

### **52.222-2 Payment for Overtime Premiums (Jul 1990)**

a) The use of overtime is authorized under this contract if the overtime premium does not exceed \*\$0.00 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 81 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

\* Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

**52.244-2 -- Subcontracts (Oct 2010)**

(a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

ALL

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor’s current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 82 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(vii) A negotiation memorandum reflecting -

- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

J.F. Taylor, Inc.

Sabre Systems, Inc.

Noetic Software, Inc.

Solute Consulting

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 83 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(End of Clause)

## **252.204-7012 Safeguarding of Unclassified Controlled Technical Information (Nov 2013)**

(a) *Definitions.* As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Attribution information” means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Cyber incident” means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

“Exfiltration” means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Safeguarding requirements and procedures for unclassified controlled technical information.* The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1 -- Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations" (<http://csrc.nist.gov/publications/PubsSPs.html>)).

<u>Access Control</u>	<u>Audit &amp; Accountability</u>	<u>Identification and Authentication</u>	<u>Media Protection</u>	<u>System &amp; Comm Protection</u>
AC-2	AU-2	IA-2	MP-4	SC-2
AC-3(4)	AU-3	IA-4	MP-6	SC-4
AC-4	AU-6(1)	IA-5(1)		SC-7
AC-6	AU-7		<u>Physical and Environmental Protection</u>	SC-8(1)
AC-7	AU-8	<u>Incident Response</u>	PE-2	SC-13
AC-11(1)	AU-9	IR-2	PE-3	
AC-17(2)		IR-4	PE-5	SC-15
AC-18(1)	<u>Configuration Management</u>	IR-5		SC-28
AC-19	CM-2	IR-6	<u>Program Management</u>	
AC-20(1)	CM-6		PM-10	<u>System &amp; Information Integrity</u>
AC-20(2)	CM-7	<u>Maintenance</u>		SI-2
AC-22	CM-8	MA-4(6)	<u>Risk Assessment</u>	SI-3
		MA-5	RA-5	SI-4
<u>Awareness &amp; Training</u>	<u>Contingency Planning</u>	MA-6		
AT-2	CP-9			

Legend:

AC: Access Control MA: Maintenance

AT: Awareness and Training MP: Media Protection

AU: Auditing and Accountability PE: Physical & Environmental Protection

CM: Configuration Management PM: Program Management

CP: Contingency Planning RA: Risk Assessment

IA: Identification and Authentication SC: System & Communications Protection

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 85 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

IR: Incident Response SI: System & Information Integrity

(c) *Other requirements.* This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information (CUI) as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) *Cyber incident and compromise reporting.*

(1) *Reporting requirement.* The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

(i) Data Universal Numbering System (DUNS).

(ii) Contract numbers affected unless all contracts by the company are affected.

(iii) Facility CAGE code if the location of the event is different than the prime Contractor location.

(iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

(v) Contracting Officer point of contact (address, position, telephone, email).

(vi) Contract clearance level.

(vii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network.

(viii) DoD programs, platforms or systems involved.

(ix) Location(s) of compromise.

(x) Date incident discovered.

(xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).

(xii) Description of technical information compromised.

(xiii) Any additional information relevant to the information compromise.

(2) *Reportable cyber incidents.* Reportable cyber incidents include the following:

(i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.

(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.

(3) *Other reporting requirements.* This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) *Contractor actions to support DoD damage assessment.* In response to the reported cyber incident, the Contractor shall—

(i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 86 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and

(iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

(5) *DoD damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) *Protection of reported information.* Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of clause)

## **252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2012)**

(a) *Definitions.* As used in this clause—

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Covered Government support contractor" means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and



CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 87 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) “Detailed manufacturing or process data” means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) “Developed” means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered “developed,” the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) “Developed exclusively at private expense” means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.

(10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) “Form, fit, and function data” means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) “Limited rights” means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if—

(i) The reproduction, release, disclosure, or use is—

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 88 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support contractor, for use, modification, reproduction, performance, display, or release or disclosure to authorized person(s) in performance of a Government contract; or

(2) A foreign government, of technical data, other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) “Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(16) “Unlimited rights” means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) *Unlimited rights.* The Government shall have unlimited rights in technical data that are—

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 89 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

*(2) Government purpose rights.*

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data, as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless—

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

*(3) Limited rights.*

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data—

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(iv) The Contractor acknowledges that—

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 90 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

- (A) Limited rights data is authorized to be released or disclosed to covered Government support contractors;
- (B) The Contractor will be notified of such release or disclosure;
- (C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement;
- (D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at [252.227-7025](#), and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and
- (E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.
- (4) *Specifically negotiated license rights.* The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.
- (5) *Prior government rights.* Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—
- (i) The parties have agreed otherwise; or
- (ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.
- (6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.
- (c) *Contractor rights in technical data.* All rights not granted to the Government are retained by the Contractor.
- (d) *Third party copyrighted data.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.
- (e) *Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.*
- (1) This paragraph does not apply to restrictions based solely on copyright.
- (2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.
- (3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 91 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Identification and Assertion of Restrictions on the Government's Use, Release,  
or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—

Technical Data to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

\*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

\*\*Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

Date	_____
Printed Name and Title	_____
Signature	_____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) *Government purpose rights markings.* Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 92 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

**GOVERNMENT PURPOSE RIGHTS**

	Contract No.	
	Contractor Name	
	Contractor Address	
	Expiration Date	

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) *Limited rights markings.* Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

**LIMITED RIGHTS**

	Contract No.	
	Contractor Name	
	Contractor Address	

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) *Special license rights markings.*

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

**SPECIAL LICENSE RIGHTS**

<p>The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. ____ (Insert contract number) ____, License No. ____ (Insert license identifier) ____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.</p>
--

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) *Pre-existing data markings.* If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 93 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) *Unjustified technical data markings.* The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) *Nonconforming technical data markings.* A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in technical data.*

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at [252.227-7015](#) will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 94 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

**252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2012)**

(a) *Definitions.* As used in this clause—

(1) “Commercial computer software” means software developed or regularly used for non-governmental purposes which—

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) “Computer database” means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) “Computer program” means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) “Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) "Covered Government support contractor" means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the



CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 95 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) “Developed” means that—

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) “Developed exclusively at private expense” means development was

accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) “Developed exclusively with government funds” means development was not

accomplished exclusively or partially at private expense.

(10) “Developed with mixed funding” means development was accomplished

partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) “Government purpose” means any activity in which the United States

Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(12) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(13) “Minor modification” means a modification that does not significantly alter

the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) “Noncommercial computer software” means software that does not qualify

as commercial computer software under paragraph (a)(1) of this clause.

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 96 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(15) "Restricted rights" apply only to noncommercial computer software and

mean the Government's rights to—

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may—

(A) Use the modified software only as provided in paragraphs

(a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in

paragraphs (a)(15)(ii), (v), (vi) and (vii) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that—

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(15)(i) of this clause;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that—

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#) or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(vii) Permit covered Government support contractors to use, modify, reproduce, perform, display, or release or disclose the computer software to authorized person(s) in the performance of Government contracts that contain the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 97 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(16) “Unlimited rights” means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in computer software or computer software documentation.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) *Unlimited rights.* The Government shall have unlimited rights in—

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with—

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) *Government purpose rights.*

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless—

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#); or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) *Restricted rights.*

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 98 of 103	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The Contractor acknowledges that—

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement;

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and

(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(4) *Specifically negotiated license rights.*

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) *Prior government rights.* Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) *Rights in derivative computer software or computer software documentation.* The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 99 of 103	FINAL
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(d) *Third party copyrighted computer software or computer software documentation.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such—

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) *Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

\*\*Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\*\*\*Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

Date	_____
Printed Name and Title	_____
Signature	_____

(End of identification and assertion)

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 100 of 103	FINAL
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(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions—Computer Software clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) *Government purpose rights markings.* Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

**GOVERNMENT PURPOSE RIGHTS**

Contract No.	
Contractor Name	
Contractor Address	
Expiration Date	

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) *Restricted rights markings.* Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

**RESTRICTED RIGHTS**

Contract No.	
Contractor Name	
Contractor Address	

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 101 of 103	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) *Special license rights markings.*

(i) Computer software or computer software documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_ (Insert contract number) \_\_\_\_, License No. \_\_\_\_ (Insert license identifier) \_\_\_\_. Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) *Pre-existing markings.* If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) *Unjustified computer software or computer software documentation markings.* The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) *Nonconforming computer software or computer software documentation markings.* A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent

CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 102 of 103	FINAL
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or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in computer software or computer software documentation.*

(1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)



CONTRACT NO. N00178-14-D-7733	DELIVERY ORDER NO. N00178-14-D-7733-M801	AMENDMENT/MODIFICATION NO. 27	PAGE 103 of 103	FINAL
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## **SECTION J LIST OF ATTACHMENTS**

Attachment\_J5\_DD\_Form\_254

Surveillance Activity Checklist

Exhibit\_A\_CDRLs\_A001\_A013

Incurred Cost and Progress Reporting Instructions

Attachment\_J6\_NMCI\_Access

Organizational Conflict of Interest List